

End user license agreement (18-08-2014)

Latest updates

New in this version (18-08-2014)

- Added confirmation that only the last received position is actually stored.
- Added system & service logs section.
- Extended the SLA section.
- Removed the comment in the name policy section that you can't change your name: you can.

Changed in the previous version (20-03-2014)

- Added a section about our mobile application and access to your native devices APIs
- Your public profile is no longer public. All information in Calendar42 is private until you share it with others, and, even then, only accessible by those who are connected to you.
- In order to better protect your rights we changed from a CC-BY-SA-3.0 to a CC-BY-NC-ND-4.0 license of all data you share. We also changed the segment title from public information into shared information.
- Added a section in the information disclaimer about waiving responsibility of damage (direct or indirect) by information provided through our platform and applications.

Introduction

This agreement is part of Calendar42, registered at the Dutch Chamber of commerce under the number [52184935](#).

By signing up for a Calendar42 account you grant access to Calendar42, including all subdomains, services and web applications of Calendar42 (hereafter named "Calendar42") and you (hereafter named "you" or "the End User") accepts the following terms.

Please don't create a Calendar42 account if you do not accept these terms.

Accounts

License

By creating an account you obtain an exclusive, non-assignable, non-transferable, royalty free, world wide license to Calendar42. This license is for the sole purpose of enabling you to use and enjoy the benefit of the using Calendar42, in the manner permitted by this agreement.

Service level agreement

Calendar42 is a free service, therefore uptime & support are based on a best effort and no guarantees are provided.

- However, in practice you can expect an uptime of at least 99.45%.

- Service and maintenance (scheduled downtime) will be scheduled at 23:00-07:00 CET/CEST.
- Service & help requests entered via our support.calendar42.com platform are typically replied to within 1 working day.

Account & passwords

By creating an account you accept the fact that you are responsible of the confidentiality of your account & password information.

The complexity of your password highly influences the security of your account. We therefore recommend a password with a minimum of 6 digits. An ideal password consists of a combination of random common words.

If you become aware of unauthorized access of your account please notify us directly at:ella@calendar42.com

Name policy

Your profile and name are used to represent you as an individual. Because of this, it's important to use your common name so that the people you want to connect with can find you and identify you.

Due to this you are not allowed to register with any other name than your legal or common name. Don't pretend to be someone else. Don't use a name of a family, business, avatar, gaming handle, or other group of people. Don't use unusual characters.

User conduct

When using Calendar42 you promise us not to post or send to or from Calendar42 any material:

1. that can be considered offensive, vulgar or obscene by typical Calendar42 users.
2. that is discriminatory, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which encourages or constitutes conduct that would be deemed a criminal offense, give rise to a civil liability, or otherwise is contrary to the law in the Netherlands.
3. which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of the previous claims.

Minors

Everyone is free to create an Calendar42 account. However, if you are not yet sixteen special rules apply. You are required to have the consent of your parents to allow us to store personal information. By accepting this agreement you confirm that if you are under sixteen you have consent of your parents to create a Calendar42 account.

Termination

This license shall automatically terminate if you violate any of these restrictions and may be terminated by Calendar42 at any time.

Additional services

Services of Calendar42 can be restricted to specific License agreements or Terms of Use. Upon first time use of these services and after each change detailed information about the relating

terms is provided and specific acceptance is requested.

Privacy

Summary

- We respect your privacy.
- We store your information for providing you with our services and for product improvement purposes only.
- We will never share or sell any of your information to third parties.
- We highly value your online security.

Collected Information

In order to provide you with our services and to improve our platform as fast as possible, we need to collect and process data of you in the following ways:

1. Data regarding your visit(s) to Calendar42 is collected, including but not limited to: entry information, location data, traffic data, website and/or application navigation or any other communication information.
2. Data regarding the client device and application used to access Calendar42. The following is included and not limited to: type of device, vendor, model, OS, OS version, browser, browser version.
3. Data regarding your use of Calendar42 including and not limited to: application, connection time, subscriptions, title, location, time & date information and meta information.
4. Any information you provide to Calendar42 that allows us to collect data such as your personal profile information, events you create and your answers on our surveys.

Mobile application

1. To include your already existing or newly created events our application will request access to your calendar. You are free to choose if you would like to include this information or not.
2. To invite others on your events our application will request access to your contacts, this will result in easy inviting and autocomplete of contact information. You are free to choose if you would like to include this information or not.
3. To provide you with push notifications about updates concerning personal events that you have in your calendar. So for instance when someone else changed the duration of the event or proposes another location to meet up. This means that push notifications are only sent about updates by other users on shared events or groups, on which the user receiving the notification has personally subscribed to.
4. To validate your attendance on events and trips our application might request access to your location information. This will provide us with your location data during the usage of our applications and while running in the background. Each time we receive a new position it will overwrite the previous position, so only the last received points are stored.

On the Calendar42 iOS application the [Standard Apple End User License Agreement](#) applies.

Not collected information

The password you use for your personal authorization is hashed (salted PBKDF2) and we use token verification for authentication, therefore your password is never accessible by us, one of our employees or any other party.

System & service logs

All messages and data send via the Calendar42 platform are stored in system & service logs for service improvement and debugging purposes only. These logs are stored for up to 7 days after which they are automatically deleted.

Our use of your information

Information stored or collected regarding your usage of Calendar42 is solely used for providing you with, communicating about and improving our services.

We will never share or sell your personal data to third parties.

Aggregated data

Calendar42 contains the right to anonymise and aggregate your personal data which will be used for research and development purposed and may be disclosed to external partners.

This aggregated data could consider statistics about events including but not limited to amount of subscriptions and amount of recommendations. This information will never be connected to any personal information neither directly or via any traceback.

Cookie Usage

Our website's and applications makes use of functional & statistical cookies.

1. The purpose of the functional cookie(s) is to store your login information so we can authenticate you when you do a request to our backend. Storing your log in information in a cookie enables us to let you switch from applications without needing you to log in again.
2. The purpose of the statistical cookie(s) is to capture the information mentioned under bullet 1 & 2.

You can always clear these cookies by clearing the cache of your local browser.

We will never team up with third party cookie services or enable third parties to do so within Calendar42.

Opt out for information collection

You can opt out for the collection of information summarised under bullet 1 & 2 by placing "[this cookie](#)" on your device. This cookie should be manually set on each used device.

You are not able to opt out for the collection of information summarised under bullet 3 & 4.

Private information

All your detailed personal information, including your events and profile (first name, Last Name & Profile picture) are private by default. You –as an owner of these events– can choose to publish your information or a specific parts of your information one or more users.

Private information is not accessible, nor will be made accessible, to any other user of Calendar42 or any third party.

Public information

Within Calendar42 there is no public information. You are in full control about what information to share with whom.

Transparency & control

Calendar42 provides all users with a monitor (overview, access log, etc.) and control (grant access, revoke access, change rights, etc.) environment for the management of your personal, published and shared information.

Information accessibility

All data we collect about you is accessible by you personally. If you wish to have access to our data collection of your personal information this is free of charge for the first request, we are required to request proof of identity. Multiple or following requests will be charged with a processing and administration fee of €5,-.

Ownership of information

You are the owner of your personal information. We are not aiming to keep your personal information as a hostage and are working on functionalities that allow you to export your personal information to other services, delete your personal information and even enabling your own decentralised hosting of our services.

Shared information

All information shared via Calendar42 will be published under a [CC-BY-NC-ND-4.0](#) unless specifically determined otherwise.

Deletion of information

Upon written request we will delete all your personal information from our servers.

Data storage

Security

We take the matter of security very seriously and will try our utmost to protect your data with state of the art security standards and protocols. Information you provide to us will be stored on secure servers. Transaction of data is encrypted (AES) for your safety.

Storage of personal information

In order to prevent the loss of personal information all personal data stored on Calendar42 servers will be stored securely and back upped on minimal two different locations. We make hourly (stored for at least 48 hours), daily (stored for at least 7 days) and weekly (stored for at least 52 weeks) backups. In case of emergency the last available backup will be used for data recovery. Upon request recovery based on availability of backups will be supported.

We do not guarantee recovery of personal information created in the last 60 minutes or personal information not stored on Calendar42 servers (for example local stored data or external hosted

data).

Change log

All changes (manually or automatically) made on calendar information (events) can be reverted to a previous state.

European Union

The location of data storage will always be within the European Economic Area, making it applicable to European Law.

Local storage

To enable offline usage and faster loading of the application your subscribed events are stored using local storage and will not be deleted by clearing your cookies. You can always delete your local stored events by clearing the database of Calendar42 through the settings of your local browser

Other

Information disclaimer

The information on Calendar42 can be considered to be either

1. user created information,
2. trusted partner information,
3. public available information.

The information source or information chain provider will always be communicated. We take the quality of information very seriously but we can take no responsibility for the content and or correctness of any information of these information sources. Therefore Calendar42, any of our partners, other user or any other information providers is in no way responsible for direct or indirect damage caused by the information provided through our system towards you.

Partners

Calendar42 is not directly related to any external information provider or third party unless specifically stated otherwise.

Applicable Law

This agreement is created and interpreted in accordance with the law of the Netherlands. The competent court in Amsterdam, The Netherlands, has the exclusive authority to be informed of all disputes with respect to this agreement.

Changes

This Agreement can change over time. The latest version of this agreement is available on our website. When we change this agreement we will notify you and we will request acceptance of these changes before you are able to continue to use our service(s).

Contact

Please feel free to contact us with queries, requests, or comments you may have about our

privacy policy. We welcome any communication via this email address:ella@calendar42.com