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## **Terms of Service**

### **Purpose**

The purpose of these Terms of Service is to define the modalities for the provision of the KeepTouch app services and the websites, [keeprou.ch](#) and [www.keeptouch.eu](#), hereinafter referred to as "the Service," and the terms governing the use of the Service by the User.

All access and/or Use of the KeepTouch app assumes the unconditional acceptance of and compliance with all of the terms contained herein. They therefore constitute a contract between the Service and the User.

If a User does not want to accept all or part of these Terms of Service, they are requested not to use the Service at all.

Legal notices

The KeepTouch application is published by:

Geolives S.A.  
Boulevard de la Foire 1  
1528 Luxembourg  
Luxembourg  
R.C.: B137517

User: The User is any person who uses the application or one of the services offered on the application.

### **Access to the service**

The application is accessible to any User. All costs related to accessing the Service, whether they are costs of hardware, software, internet access, or sending SMS messages, shall be exclusively payable by the User. The User alone shall be responsible for the proper functioning of their computer equipment, for their internet access, and for their connection to mobile networks.

Geolives S.A. hereby reserves the right to refuse access to the Service, unilaterally, and without prior notice, to any User who does not comply with these Terms of Service.

Geolives S.A. implements every reasonable resource at its disposal to ensure quality access to the Service, but is not bound by any obligation to do so.

Geolives S.A. may not, moreover, be held liable for any network malfunction or any other event of any sort, that may prevent or degrade access to the Service.

Geolives S.A. hereby reserves the right to interrupt, momentarily or permanently suspend, or modify without advance notice, the access to all or part of the Service, in order to perform maintenance to it, or for any other reason, without the interruption giving rise to any obligation or compensation.

The User hereby agrees to make reasonable use of the Service and hereby assumes the full civil and criminal responsibility for any damages caused to third parties or to Geolives S.A. resulting from improper use.

### **Personal information**

For information regarding the collection of personal information by the app, we invite you to consult our privacy policy: [Privacy policy](#)

### **Limitation of liability**

Geolives S.A. hereby declines all liability in the event of any accident somehow tied to or occurring during the use of the application.

The User alone shall be responsible for the proper use, with discretion and critical thinking, of the application.

Furthermore, the User hereby agrees to compensate Geolives S.A. for any harmful causes directly or indirectly tied with their use of the Service.

When visiting the websites, [keeptou.ch](http://keeptou.ch) and [www.keeptouch.eu](http://www.keeptouch.eu), the User is informed that one or more cookies, which do not contain any personal information, may be placed on their hard drive in order to ensure their identification.

The User hereby acknowledges knowing the limitations and restrictions of the Internet and GSM networks, and in this capacity hereby acknowledges in particular the inability to totally guarantee the security of data exchanges.

Geolives S.A. may not be held liable for harm resulting from the transmission of any information using the Service.

Geolives S.A. may not in any case, within the limits of applicable law, be held responsible for direct or indirect, material or immaterial damages or harm, of any nature whatsoever, resulting from an unavailability of the Service or of any Use of the Service. The term "Use" here must be understood in the broader sense, i.e., any use of the Service whatsoever, legal or otherwise.

The User hereby agrees, generally speaking, to comply with all regulations in effect in Luxembourg and in the European Union.

## Hyperlinks

The websites, [keeptou.ch](http://keeptou.ch) and [www.keeptouch.eu](http://www.keeptouch.eu), and the KeepTouch application may feature hyperlinks to websites published and/or managed by third parties.

Insofar as no control is exerted over these external resources, the User hereby acknowledges that Geolives S.A. assumes no responsibility over the provision of these resources, and may not be held responsible regarding their contents.

## Force majeure

Geolives S.A. may not be held liable following the occurrence of a *force majeure* event or events beyond its control.

## Paid modules

Additional paid modules may be made available to the User through the Service. The terms of sale of Geolives S.A. as well as the payment platforms, where applicable, shall apply.

The subscription or purchase of paid modules shall not engage the liability of Geolives S.A. regarding the continuity of providing basic services offered for free in the applications and web platforms.

Module purchases are assigned to the User whose contact information is filled out when making the purchase. The purchase or subscription to a module or application cannot be transferred or sold to a third party without the express written consent of Geolives S.A.

## Use of brands

Geolives, SityTrail, SityTour as well as their respective logos, are the registered trademarks and property of Geolives S.A. and may not be used without the written consent of Geolives S.A.

The KeepTouch logo is subject to intellectual property law.

## Changes to this contract

Geolives S.A. hereby reserves the right to change the terms, conditions, and wording herein at any time.

Therefore, it is recommended that the User regularly check the latest version of the Terms of Service available at the website, [www.keeptouch.eu](http://www.keeptouch.eu)

## **Duration and termination**

This contract is hereby entered into for an indefinite period of time, starting from the Use of the Service by the User.

## **Applicable law and competent jurisdiction**

The legal rules applicable to the content and transmission of data on and around the Service, are determined by the laws of Luxembourg. In the event of a dispute, if an amicable agreement cannot be reached, only the courts of Luxembourg shall have jurisdiction.