



## **Privacy Policy**

### **This is the Privacy Policy of PicYourMoment B.V.**

PicYourMoment / PYM is a trade name of PicYourMoment B.V., having its principal place of business at Bosstraat 138, 3971 XJ Driebergen, the Netherlands. PicYourMoment B.V. is registered in the commercial register of the Chamber of Commerce under number 59400080.

PicYourMoment / PYM takes your privacy very seriously and will process and use your information safely. This document sets out PicYourMoments' privacy policy (the "**Privacy Policy**") and provides information regarding the (personal) data that PicYourMoment / PYM processes. PicYourMoment / PYM will handle your (personal) data with accuracy and care, and makes sure that the processing of these data fully complies with applicable law- and regulations. You are advised to read this Privacy Policy carefully.

This Privacy Policy can be modified due to new developments. The most recent version is available in the latest update of this app and on our website:  
[www.picyourmoment.nl/privacy](http://www.picyourmoment.nl/privacy)

#### **1 Who is responsible for your data?**

PicYourMoment / PYM is responsible for the processing of your personal data as described in this Privacy Policy.

#### **2. What is PicYourMoment / PYM?**

PicYourMoment / PYM is a smartphone/tablet application that is aimed at increasing the enjoyment of users in taking photos with their mobile phone/tablet and saving cherished moments ("**App**"). PicYourMoment / PYM offers the possibility of taking a photo every day and saving it on PicYourMoments' server, either in a private folder or to share them via a public folder within the App. It is possible to add location information and a caption to the photo.

#### **3. What information does PicYourMoment / PYM collect and process?**

While using this App PicYourMoment / PYM collects and processes data in order to offer full functionality and to manage this process technically.

In addition we use part of these collected data to modify and personalize the App.

Finally, part of these data will be analyzed and the outcome will be used to improve the App and for promotional, non-commercial purposes.

PicYourMoment / PYM endeavours to process as few user details as possible. We process the following data: the unique and anonymous App identifier, your actively uploaded photos, comments and locations, your e-mail address if you order a (preview of) a printed product and also a anonymous backup code which is generated when you connect the App to your mobile number, Apple- or Google-account.

When the App is linked to his/her Mobile number, Apple- or Google account, the account details will be processed and linked to the unique App code on your device(s) as well. This Mobile number, Apple- or Google account info will be encrypted during this linking process and therefore cannot be traced back to any user info linked to these accounts.

It is possible to add a caption and location information to each photo; this data will be linked to the unique App code on your mobile phone, in addition to date and time.

The basis for the data processing is the performance of the agreement we enter into with you. PicYourMoment/PYM must be able to perform the agreement.

Promotional, non-commercial purposes

PicYourMoment / PYM is authorised to use any photos, captions, date and location details placed by the users in the public folder of the App for non-commercial purposes and to publish or otherwise process these for this purpose.

#### **4. Age**

When you are younger than 16 years you may only provide personal data to PicYourMoment / PYM after your parent or guardian have read this Privacy Policy and has agreed on your behalf. We therefore kindly request not to provide any personal data before this Privacy Policy has been agreed to by your parent or guardian on your behalf.

#### **5. How long do we store your data.**

We will store your personal data for the purposes earlier mentioned for a minimum of 3 months after the last usage of your App. Please note that you always have the option in the App to delete all data from our servers instantly (24hrs) when you wish.

#### **6. Sharing content on social media**

If you choose to upload/post/share your PicYourMoment / PYM photo(s) on Social Media like Instagram, Facebook, Twitter you could share personal data on that photo to the visitors of your social media pages/screens. When sharing content on social media the terms and conditions (including their Privacy Policy) of these social media websites will be applicable. This Privacy Policy therefore is not applicable for usage of PicYourMoment / PYM content on these Social Media

websites and applications.

### **7. Which third parties have access to your personal data?**

In the execution of its services and other company activities, PicYourMoment / PYM could make use of third parties. In the case those third parties should process your personal data while executing their services and activities, they will do this in the capacity of processor for PicYourMoment / PYM and PicYourMoment / PYM has taken the technical and organizational measures required to guarantee that your personal data will solely be processed for the purposes as mentioned here above.

PicYourMoment / PYM can also make use of third parties like Google or Double click to analyze data of your usage of the App and in order to execute personalization and communication in the App.

Only when it is required by law, personal data will be provided by PicYourMoment / PYM to supervisory authorities, fiscal authorities and investigation authorities. In this context your personal data could be passed on to recipients in countries outside the European Economic Area. In such events PicYourMoment / PYM will take the appropriate measures reasonably required to ensure your personal data will be properly protected.

### **8. How do we protect and safeguard your data.**

PicYourMoment / PYM will be extremely careful with your personal data. We have taken various technical and organizational measures to protect your personal data against loss and/or any form of illegal use. Therefore we secure our systems and applications according to the applicable norms and standards for network and information security.

### **9. Ordering Print Products**

We can imagine that you would like to turn your PYM photos into real printed products (“**Products**”).

And of course this is possible. In the App you can order a preview of a printed Product by only entering your e-mail address. You then will receive an email which gives you the possibility to preview the Product and place the order at our partners HEMA (for ordering/delivery in The Netherlands/Belgium) and FUJIFILM (ordering/delivery outside The Netherlands/Belgium).

After you have placed and confirmed the order at HEMA / FUJIPRINT we will forward your email address together with the print files to these partners. HEMA / FUJIPRINT will then take care of your order and in this process the Terms and Conditions and Privacy Policy of HEMA and/or FUJIPRINT will be applicable.

### **10. Questions and requests for access, correction or removal**

You can always request access to your personal data collected and processed by PicYourMoment / PYM and if so desired make changes, limit or remove them by sending a request to [support@pym.nl](mailto:support@pym.nl).

If you have any further questions, complaints or comments regarding this Privacy Policy you can contact us by sending an email to [support@pym.nl](mailto:support@pym.nl).

## Terms of use

To guarantee the correct use of our PicYourMoment / PYM application (“**App**”) we have drawn up a number of conditions (“**Conditions**”). By using the App, you agree to these Conditions. We request that you read them properly so that you are aware of your rights and obligations. We may revise the Conditions at any time. You can always find the latest Conditions in the App or they will be sent to you via a hyperlink. In any case, you will be advised of any revision. If you use the App after the Conditions have been revised, you thereby agree to the revision.

### 1. Our service

PicYourMoment / PYM asks you to take a photo at a random time every day. Optional is one extra photo per day. You can add a caption to this photo and then upload it to your private album and, if you wish, the public album. This allows you to build up a collection of photo moments which, if you wish, you can share with other users. Other users cannot see photos in your private album with the exception of (a) shared private album(s). In the latter case participants will be invited via a personal link by the creator of this shared album, and the username(s) of the participants will be visible in the app. Other users can see photos that you choose to share in the public album. You can always indicate whether a photo is public or private. Your photos are stored on the servers of PicYourMoments’ hosting provider, where they are linked to a code that is unique to the App on your smartphone or tablet. If you also want to store the photos in your devices’ camera roll, you can do this per photo in the App. Also there is an option in the app to erase and delete (a) photo(s) from the App and our server. Your app is by choice linked to you Mobile number, Apple- or Google account so that photos taken with the App do not get lost if you lose your device or delete the app by mistake.

### 2. Rights to photos and other information

If you use the App to take photos and add captions to them, you yourself hold and continue to hold the rights to these photos and captions (“**Content**”). Your Content remains your Content. If you place your Content in a private folder, PicYourMoment/ PYM will never use it other than to make it possible to use the App. If you place your Content in the public folder, you also authorise PicYourMoment / PYM to use the Content for purposes of non-commercial marketing and promotion of the App itself:

- by placing Content in the App, you grant PicYourMoment / PYM a free-of-charge, worldwide, irrevocable, sub-licensable and transferrable right of use for any and all use in connection with the operation of the App.
- by placing Content in the public folder you grant PicYourMoment / PYM a free-of-charge, worldwide, irrevocable, sub-licensable right to use (or to allow third parties to use) the Content (reproduction, distribution and communication to the public) for purposes of non-commercial marketing

and/or promoting the App in any media whatsoever. In this regard you waive all moral rights listed in section 25 of the Dutch Copyright Act (*Auteurswet*), to the extent permitted by law.

### **3. Secure use**

Our intention is that PicYourMoment / PYM provides a service that makes it more enjoyable for users to photograph cherished moments. To guarantee this positive characteristic of the App, we have drawn up a number of rules:

- it is not permissible to place Content that violates the law or infringes the rights of others or, in PicYourMoments' opinion, is contrary to standards of decency and good taste.
- the App may not be used for commercial purposes.
- use of the App in a manner that could disrupt its operation is not permitted.
- PicYourMoment is at all times entitled to remove Content if PicYourMoment / PYM is of the opinion that such Content is contrary to the above rules, without PicYourMoment / PYM being obliged to provide any further explanation in this regard.

### **4. Age**

When you are younger than 16 years you may only provide personal data to PicYourMoment / PYM after your parent or guardian have read these Conditions and has agreed on your behalf.

### **5. Notification of unlawful Content**

If you find Content in the public folder that, in your opinion, is contrary to the rules for secure use, you can notify PicYourMoment / PYM of this by using the "flag" function under the photo. PicYourMoment / PYM may then decide whether or not to remove the Content. At no time is PicYourMoment / PYM obliged to pro-actively screen the public folder for possible unlawful or infringing Content.

### **6. Rights of PicYourMoment / PYM**

All intellectual property rights regarding the App as well as the texts, photos and animations (not Content) that are accessible via the App are vested in PicYourMoment / PYM.

- Purely for personal, non-commercial purposes, PicYourMoment / PYM grants you a limited, personal, revocable, non-exclusive, non-sub-licensable and non-transferrable right to access and use the App insofar as this is necessary in relation to the App.
- It is not permissible to perform any acts that could infringe PicYourMoments' intellectual property rights, such as registering domain names, trademarks or Google AdWords that are similar or identical to any item to which PicYourMoment / PYM has intellectual property rights, downloading, copying, altering, reverse-engineering or communicating the App to the public for any purposes other than

those referred to in these Conditions, or to request or re-use substantial parts or to repeatedly and systematically request or re-use non-substantial parts of the App (including the public folder).

## 7. Privacy

PicYourMoment / PYM endeavours to process your personal data as little as possible. More information about this can be found in our Privacy Policy. [insert link to Privacy Policy]

## 8. Payment

PicYourMoment / PYM endeavours to offer an App of the best quality which provides enjoyment to as many users as possible.

PicYourMoment / PYM does this free of charge with the possibility of additional in-app purchases. To enable us to continue offering the standard service in the App free of charge, the following conditions apply:

- PicYourMoment / PYM does not provide any guarantees about the App. The App might not be (properly) accessible at times. In addition, it might not be safe or function (fully).
- PicYourMoment / PYM is not liable for any loss of Content. If you wish to manage your own Content, we recommend that you save it locally.
- Use of the App is at your own risk. You indemnify PicYourMoment / PYM against any and all damage that arises as a result of your use of the App.
- PicYourMoment / PYM does not accept any liability for damage to property, financial loss or any other harm or loss connected to the use of the App insofar as this is permitted under mandatory law. In any event, PicYourMoment / PYM is at no time liable for consequential damage, including purely financial loss, lost sales and profit, loss of data and non-economic damage relating to or arising from the App. The only action that you can take if you are of the opinion that you have sustained damage is to stop using the App and to remove it.
- Insofar as PicYourMoment / PYM is liable despite the foregoing, its liability will be limited to direct damage up to the sum of EUR 1000 (one thousand Euros).
- This limitation of liability does not apply in the event of intent and/or deliberate recklessness on the part of PicYourMoment / PYM.

### In-App purchases

PicYourMoment / PYM can also offer In-App purchases for use within the App. In that case:

- **Fees.** Certain products or services may be offered within the App for a fee or other charges. It is also possible to make purchases periodically that are valid for a longer period of time (a **Subscription**). You agree to pay all fees or charges in accordance with the fees, charges and billing terms in effect at

the time a fee or charge is due. Our current pricing and payment terms are listed in the App store. PYM /PicYourMoment may, at any time and in its sole discretion, add new products and services at additional fees and charges, or change fees and charges for existing products and services. Any increased fees for existing Subscriptions will apply only as of your next billing period.

- **Payment.** You may be required to provide PYM/PicYourMoment with information regarding a valid credit card (Visa, MasterCard, or other provider we accept), PayPal account, or other permitted payment method (**Payment Information**). You agree that PYM /PicYourMoment, as applicable, is authorized to immediately charge your Payment Information for all fees and charges due for the Products and Services and/or Subscription and that, except as required under applicable law, no additional notice or consent is required. You agree to notify PYM/PicYourMoment immediately and at least within seven (7) days of any change in your billing address or payment information. PYM / PicYourMoment reserves the right to change its prices and billing methods at any time, either immediately upon publication on the App or by dispatch by email. You agree that we may provide your Payment Information to our third party service providers (e.g., our payment processing partner) for use in accordance with our Privacy Policy.
- **Subscription.** The cost of a Subscription will be billed by PYM /PicYourMoment at the start of your Subscription or, if applicable, at the end of any free trial period, and at regular intervals in accordance with your choice at the time of purchase. Whereby there is the option for monthly and annual billing. The time of billing may be changed at any time. Your Subscription will automatically renew indefinitely, even if you terminate your Account, until your Subscription is terminated in accordance with the Agreement. After your initial Subscription Period, and again after each subsequent Subscription Period, your Subscription will automatically renew on the first day after the end of such period (each a **Renewal Commencement Date**) and will renew for an additional equivalent period at PYM/PicYourMoment's then-current price for such Subscription. You agree that this automatic renewal option will apply to your Subscription (even if you otherwise terminate your Subscription). You may opt-out of automatic renewal of your Subscription, or cancel your Subscription, through the App Store or Google Play. If you terminate your Subscription, such termination will be effective at the end of the then-current term of your Subscription (the **Termination Date**), and your Subscription will not renew after such then-current term. You are not eligible for a pro rata refund by PYM /PicYourMoment of any portion of the fees paid for the then-current period of your Subscription. By purchasing a Subscription, you authorize PYM /PicYourMoment to charge your Payment Details in accordance with your chosen Subscription plan. If PYM /PicYourMoment has not received payment via your Payment Information when you renew your Subscription, (a) you agree to pay all amounts due on your Account immediately and/or (b) you agree that PYM /PicYourMoment may cancel or suspend your Subscription and continue to attempt to charge your Payment Information until payment is received.

- **Provider of Payment Services.** All financial transactions made in connection with the App will be processed by the Payment Service Provider, (PSP) in accordance with their respective terms of use, privacy policy and/or any applicable payment terms. As such, under no circumstances will PYM/ PicYourMoment be responsible for the acts or omissions of any third party PSP, including, but not limited to, system failures or payment service interruptions, and disputes over billing and fees may need to be resolved between you and the distributor or relevant third party. If you notify us of a dispute over fees or billing, we will likely refer you to the PSP to resolve the dispute, but to the extent we can, we will help you resolve the dispute.

## 9. Stopping use of the App

- If you wish to stop using the App, you can do so by removing the App from your smartphone or tablet.
- If before removing the App you first wish to remove all photos taken with the App, you can do this with the 'Delete me' option in the app menu. PicYourMoment / PYM is not obliged to deliver any Content to you in any way before or after you stop using the App.
- If you act contrary to the Conditions, PicYourMoment is entitled to discontinue your use of the App. If PicYourMoment / PYM has sustained any damage as a result of your actions contrary to the Conditions, PicYourMoment / PYM may recover that damage from you.

## 10. Miscellaneous

- Dutch law is applicable to these Conditions and the use of the App.
- If a dispute arises between you and PicYourMoment / PYM, it will be submitted to the competent court in the district of Midden-Nederland (The Netherlands)
- PicYourMoment / PYM may assign rights and obligations arising from these Conditions to a third party. If this is against your wishes, you can stop using the App by removing it.

Our terms are written in Dutch. Any translated version is provided solely for your convenience. To the extent any translated version of our terms conflicts with the Dutch Version, the Dutch version prevails.

Please feel free to contact us if you have any questions.

Kind regards,  
PicYourMoment B.V.  
Bosstraat 138  
3971 XJ Driebergen-Rijsenburg  
The Netherlands

Trade Register number at the Chamber of Commerce: 59400080

July 2022