

Terms of Service MoveMatch

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Introduction

Welcome to MoveMatch, the meeting place for sporting connections. These Terms and Conditions constitute a legal agreement between you and:

MoveMatch

Kwartsiet 8

2719 TC Zoetermeer

Netherlands

By using the MoveMatch App or accessing our services (the "Service"), you agree to these terms. These apply to all users, regardless of whether you have an account or not.

In addition to these terms, our [Privacy Policy](#) applies, as well as any additional terms for premium features. We reserve the right to modify these terms and conditions. In case of significant changes, we will notify you via the app or email, but it is your responsibility to check this page regularly. By continuing to use the Service, you accept the modified terms.

1. Account Requirements and User Responsibilities

1.1 Eligibility

You may only create a MoveMatch account if:

- you comply with these Terms
- You are at least 18 years old
- You are legally able to enter into an agreement
- You have no criminal record for violent crimes, sexual offenses or other serious offences (unless you have undergone rehabilitation and MoveMatch judges that you do not pose a risk)
- You are not registered as a sex offender

- You only have one account

In the event of non-compliance, your account will be suspended immediately.

1.2 Responsibilities

You agree:

- Use the latest app version
- Follow the Community Guidelines and Safety Tips
- Keep your account information secret

You agree **not to**:

- Use fake identities
- Abuse the Service (e.g., for spam, fraud, or harassment)
- Share other people's personal information

1.3 Prohibited Content

MoveMatch prohibits content that:

- Is discriminatory, violent, or illegal
- Share other people's personal information
- Is obscene, pornographic, violent, or contains nudity
- Serves commercial purposes (e.g. sales, dating services)
- MoveMatch's reputation is damaging

Violations will result in account deletion.

2. Content and User Interactions

2.1 Your Content

- You are solely responsible and liable for Your Content, and therefore you agree to indemnify, defend and hold us harmless in connection with any and all claims related to Your Content.
- You represent that the information you provide to us or to another user is accurate.
- Don't share contact information, financial info, or inappropriate content.
- MoveMatch may moderate and remove content.

2.2 Content from Others

- Other users are responsible for their own content.
- MoveMatch is not liable for incorrect or harmful content from third parties.

2.3 MoveMatch's Rights

- All intellectual property (logos, texts, etc.) belongs to MoveMatch.
- You get a limited license to use the app as intended.

3. Inappropriate Conduct and Reporting

MoveMatch strives for a respectful community. We do not tolerate:

- Bullying, hate speech or intimidation
- Illegal activity or fraud
- Misuse of reporting systems

Users can report inappropriate behavior through the app. MoveMatch investigates all reports but does not share details about any actions against other users.

4. Privacy and Data Protection

Your privacy is important. Our [Privacy Policy](#) describes how we:

- Collect and use personal data
- Use cookies
- Protect your rights

By using MoveMatch, you agree to our data processing in accordance with our [Privacy Policy](#)

5. License Terms

MoveMatch grants you a non-exclusive, revocable license to:

- Use the app for personal, non-commercial use
- Leverage basic functionalities

This license terminates automatically upon violation of these Terms.

6. User Content License Terms

6.1 Ownership and rights granted

You retain all ownership rights in the content you post on MoveMatch (such as profile information, photos, and messages). However, by uploading content, you grant MoveMatch an extended license to use this content for the operation and promotion of our platform.

6.2 License Scope

The license includes the right to use your content:

- Store, host, and technically customize for viewing in the app
- Reproduce, distribute and publicly display within the MoveMatch Platform
- Editable (e.g., cropping photos for better viewing)
- Use in marketing materials to promote MoveMatch (e.g. in advertisements or on social media)

This license is:

- **Worldwide:** Applicable in all countries where MoveMatch is active
- **Royalty-free:** MoveMatch doesn't have to pay you a fee
- **Sublicensable:** MoveMatch may transfer the rights to third parties (e.g. cloud storage providers)

6.3 Derivative works

MoveMatch is granted an non-exclusive license to custom versions of your content created by our platform, such as:

- Screenshots that include your profile in the app
- Curated user activity summaries

6.4 Protection against abuse

You authorize MoveMatch to:

- Take action against unauthorized use of your content outside of our platform
- Take legal action in the event of infringements (where MoveMatch decides whether and how this is done)

6.5 Legal exceptions

The license takes into account:

- Privacy laws (e.g. GDPR): Personal data is only processed as permitted by law
- Copyright: You can file a DMCA notice if your content is used without permission (see Section 12)

6.6 Use of feedback

Suggestions or ideas you submit:

- Can be used freely by MoveMatch
- Do not entitle them to compensation or recognition

6.7 Access to Account Information

MoveMatch can access your content and data when necessary to:

- Legal obligations (e.g. court order)
- Enforcing our terms
- Fraud investigation
- User Support

These rights only apply if MoveMatch reasonably believes that access is necessary, subject to your privacy rights.

7. Account Termination

You can delete your account via:

1. Settings > Account > Delete Account
2. Follow the instructions

MoveMatch reserves the right to block or delete accounts in the event of violations without prior warning.

8. Safety Disclaimer

8.1 User Screenings

By default, MoveMatch does not carry:

- Identity verifications

- Criminal record checks
- User background checks

However, we reserve the right to suspect misuse:

- Consult public registers (including the sex offender register)
- Perform limited background checks through accredited agencies
- Deny account access based on available information

8.2 User Warnings

You explicitly acknowledge that:

- All interactions (online and offline) take place at your own risk
- MoveMatch does not guarantee that:
 - The Authenticity of User Profiles
 - The intentions of other users
 - The safety of offline meetings

8.3 Safety Advice

We strongly recommend that you:

1. Strictly follow our Safety Tips
2. Not to share personal data (address, financial information, etc.)
3. First meetings can always be planned in public areas
4. Report suspicious activity directly via the app

8.4 Platform Limitations

MoveMatch cannot be held responsible for:

- Incorrect information in user profiles
- Misuse of communication features
- Events outside our digital environment

8.5 Important legal recognition

By using MoveMatch, you confirm that you understand that:

- We don't actively verify users' identities or backgrounds
- You are responsible for all contacts via the platform

- Automatic messages/notifications may have been abused by malicious parties
- Physical meetings always take place at your own responsibility

8.6 Exceptions

In exceptional cases, MoveMatch may:

- Preventively block accounts in case of serious suspicions
- Cooperate with authorities on legal obligations
- Exclude users based on first-party research

9. Service provision and limitation of liability

9.1 Terms of Service

MoveMatch offers its services on an "as-is" and "as-available" basis, without any form of warranty or guarantee. We expressly declare that we:

- Make no guarantees about the continuity or uninterrupted availability of our services
- Not vouching for the completeness, accuracy or suitability of any content on our platform
- Not being responsible for technical failures or interruptions

9.2 Explicit Disclaimer of Warranties

To the fullest extent permitted by law, MoveMatch excludes all warranties, express or implied, including but not limited to:

- Warranties of merchantability or fitness for a particular purpose
- Guarantees that the service will operate uninterrupted or free of technical defects
- Guarantees about the number of active users or match results

9.3 User Content and Interactions

MoveMatch accepts no liability for:

- Content posted by users or third parties
- The authenticity or reliability of user profiles
- Outcomes of interactions between users
- Damage caused by offline encounters
- Any damage to your computer hardware, computer software, or other equipment or technology, including, without limitation, damage from any breach of security or

from viruses, bugs, hacking, fraud, errors, omissions, interruptions, defects, delays in operation or transmission, failure of computer connection or networking, or any other technical or other disruption or malfunction

9.4 Technical risks

You accept that the use of our service involves certain risks:

- Possibility of technical failures, delays or interruptions
- Risk of exposure to malicious software or security breaches
- Possibility of data loss or corruption

9.5 User Responsibility

As a user, you acknowledge and accept that:

- All use of the platform is at your own risk
- You are responsible for the security of your equipment
- Use your own discretion when interacting with other users

Important Legal Statement:

BY USING OUR SERVICES, YOU EXPRESSLY ACKNOWLEDGE THAT MOVEMATCH MAKES NO REPRESENTATION, WARRANTY OR PROMISE OF:

- THE QUALITY, SECURITY OR RELIABILITY OF THE PLATFORM
- THE RESULTS YOU CAN EXPECT FROM USING IT
- THE NATURE OR INTENTIONS OF OTHER USERS

These restrictions apply to the maximum extent permitted under applicable law. In jurisdictions where certain exclusions are not permitted, our liability is limited to the maximum amount permitted by relevant law.

10. Limitation of liability

10.1 General Restriction

MoveMatch accepts liability only to the extent permitted by applicable law. In any event, our liability is limited to the maximum amount set out in clause 12.3.

10.2 Exclusion of liability

Under no circumstances will MoveMatch and its employees be liable for:

- Indirect damage
- Consequential
- Incidental
- Specific damage
- Immaterial damage (including loss of profit, loss of goodwill or data damage)
- Damage resulting from:
 - Use or inability to use the Service
 - Unauthorized access to or alteration of your data

This exclusion applies even if MoveMatch has been advised of the possibility of such damages.

10.3 Maximum liability

Our total liability is limited to the greater of:

- a) €100,-
- Or
- b) The amount you paid to MoveMatch in the 12 months prior to the claim

10.4 Scope of application

These restrictions apply:

- Regardless of the legal basis (contractual, tort or otherwise)
- Regardless of the type of right or obligation infringed
- For all events related to this Agreement

10.5 Legal Exceptions

In jurisdictions where certain restrictions are not allowed:

- Our other limitations of liability will remain in effect
- Our liability is limited to the maximum amount permitted by law

10.6 Essential Goals

These limitations remain in effect even if a remedy fails to serve its essential purpose.

Important note:

Some jurisdictions do not allow limitations of liability for certain types of damages. In those cases, the relevant restrictions in this section may not apply to you, and all other provisions will apply in full.

11. Intellectual Property

All rights reserved by MoveMatch:

- Logos and brand names
- App design and code
- Unique features and concepts

12. External Content and Advertisements

12.1 Third-party content

Our services may include:

- Ads from third-party advertisers
- Promotional content from partners
- Links to external websites or services

12.2 No Endorsement or Warranty

MoveMatch:

- Does not give implicit or explicit approval to third-party providers
- Does not guarantee the quality, safety, or accuracy of third-party content
- Does not regularly check the content of external links

12.3 User interactions with third parties

If you:

- Clicks on external ads,
- Communicates with third-party providers, or
- uses third-party services,

... you acknowledge that:

- These interactions are subject to the terms and conditions of the relevant third party;
- MoveMatch is not a party to these agreements; and
- All transactions are made at your own risk.

12.4 Availability and content

MoveMatch:

- Cannot guarantee that external links will always work
- Is not responsible for offline or altered external content
- Reserves the right to remove external links without notice

12.5 Exclusion of liability

MoveMatch accepts no liability for:

- Damage due to the use of external services
- False or misleading third-party content
- Third-party products/services
- Technical issues with external platforms

12.6 Commercial Relations

Ads on our platform:

- Be displayed based on algorithmic selection
- Can use anonymized user data (Ads are only personalized with user consent, in accordance with the ePrivacy Directive and GDPR.)
- Do not represent the position of MoveMatch

Important note:

We recommend that users always:

1. Check the third-party terms
2. Conduct your own research into providers

3. Be careful about sharing personal data

MoveMatch acts solely as a platform for potential advertisements from third-party advertisers, potential promotional content from partners, and possible links to third-party websites or services and assumes no responsibility for the relationship between users and third parties.

13. Dispute Resolution Procedure

13.1 Mandatory First Steps

In the event of any disagreement regarding this Agreement or our Services:

1. First, contact MoveMatch directly at contact@movematch.nl
2. Describe your complaint clearly and completely
3. We investigate and respond within 14 working days

13.2 Formal Dispute Notification

If step 1 doesn't provide a solution:

- Send a registered letter with:
 - a) Your full contact details
 - b) Your MoveMatch account details
 - c) Detailed description of the dispute
 - d) Desired result file number of previous correspondence

13.3 Negotiation period

After receiving a complete notification:

- Both sides commit to 30 days of good-faith negotiations
- Possibility of mediation through a recognized Dutch institute

13.4 Follow-up actions

If unresolved after negotiations:

- a) For consumers: Court in your place of residence
- b) For business users: Court in Rotterdam
- c) Optional binding arbitration via Stichting Geschillenoplossing Sport & Technologie

However, Dutch law always applies regardless of your location, but only if this is legally permitted in the user's jurisdiction.

13.5 Important Exceptions

This procedure does not apply to:

1. Urgent summary proceedings
2. Intellectual property infringement
3. Sexually transgressive behaviour

13.6 Cost bearing

Each party shall bear its own initial costs, unless the court decides otherwise.

13.7 Confidentiality

All dispute discussions will remain strictly confidential.

13.8 Terms of procedure

1. Limitation period is suspended during proceedings
2. Burden of proof remains with the claiming party
3. Dutch law applies

14. Force majeure provision

14.1 Definitions

Force majeure is understood to mean any unforeseen and uncontrollable circumstance that MoveMatch could not reasonably prevent.

14.2 Examples of Force Majeure

MoveMatch is not liable for delays or shortcomings caused by:

- Technical failures: Failure of third-party networks, cloud services or telecommunications infrastructure
- Natural disasters: Floods, earthquakes, extreme weather events, or other natural disasters

- Security incidents: Cyberattacks, DDoS attacks, or data breaches despite adequate security
- Government intervention: Legal restrictions, sanctions or government actions
- Social disruption: Pandemics, strikes, or civil unrest

14.3 Force Majeure Obligations

When force majeure occurs:

1. Will MoveMatch:
 - Reporting the force majeure situation without delay
 - Make all reasonable efforts to restore the service
2. The user acknowledges that:
 - Temporary loss of service is possible
 - Premium payments are not refundable for force majeure periods

14.4 Legal consequences

During force majeure:

- All achievements are suspended
- No payment obligation for services already provided lapses
- Can MoveMatch choose:
 - a) Customization of services
 - b) Temporary account suspension
 - c) Termination of the contract in the event of long-term force majeure (>90 days)

14.5 Burden of proof

MoveMatch must demonstrate that:

- The circumstances were in fact unforeseeable and insurmountable
- All reasonable attempts at remediation have been made
- Users have been informed in a timely manner

14.6 Exceptions

This provision does not apply to:

- Foreseeable business risks
- Lack of maintenance or negligence
- Financial problems of MoveMatch

15. User acceptance and integral agreement

By using MoveMatch (via mobile app, website or other platforms), you irrevocably agree to:

1. Binding conditions

- These Terms and Conditions (including any future amendments)
- Our [Privacy Policy](#)

2. Legal status

- These documents together form the entire legally valid agreement
- All previous agreements or statements have been superseded
- Gender references apply to all genders

3. Effects

- Non-acceptance means immediate access termination
- Individual provisions remain valid in the event of partial nullity
- No tacit rights through failure to enforce

4. Restrictions

- Accounts are personal and non-transferable
- Licenses are non-sublicensable for users
- No legal cooperation arises through mere use

Important Notes:

- Changes are communicated via the app and apply after publication
- In the event of death, the account expires, unless otherwise provided by law
- MoveMatch reserves all unexercised rights

- For substantial changes, we will notify users at least 7 days in advance. If you do not accept the changes, you can terminate the agreement.

16. Contact

For questions:E-mail: contact@movematch.nl