# General conditions

#### 1. General information

This application, Tymap, is owned by Tymap:

Tymap OÜ, with registration number (TIN) 14682931 and registered in the Department of Register of Tartu on March 15, 2019; whose registration data are Männimäe, Pudisoo Küla, Kuusalu Vald, 74626, Estonia and whose contact information is: contact@tymap.app

This document (as well as any other document mentioned here) regulates the conditions governing the use of this APP and the purchase or acquisition of services in it.

For the purposes of these Terms it is understood that the activity that Tymap develops through the App includes:

To connect the companies with their clients so that they can know at what time (estimated and subject to changes and unforeseen events) their order will arrive.

In addition to reading these Terms and Conditions, before accessing, browsing and / or using this App, the User must have read the Terms and Conditions of Use, including the Privacy Policy.

By using this App or by making and / or requesting a service through this App, the User consents to be bound by these Terms and all of the foregoing, so if the User does not agree with all of the above mentioned, the User should not use this App.

Also, the User is informed that these Terms could be modified. The User is responsibility to consult them each time he / she access, browse and / or uses the App, as those in force at the time the purchase of services is requested will be applicable.

For any questions that the User may have in relation to the Conditions, he / she may contact the owner using the contact information provided above or, where appropriate, using the contact form.

#### 2. The user

The access, browsing and use of the App confers the condition of user (hereinafter referred to, indistinctly, individually as User or jointly as Users), for which reason all the Conditions established herein, as well as their subsequent modifications, are accepted from the beginning of browsing the App, without prejudice to the application of the corresponding legal regulations that must be complied with as the case may be.

The User assumes responsibility for the correct use of the App. This responsibility shall extend to:

* Use this App only to tracking orders.
* Provide true and lawful contact information, e.g. , email address, postal address and / or other information (see Terms and Conditions of Use).

The User declares that he / she is at least 18 years of age and has the legal capacity to enter into contracts through this App.

The App is intended primarily for Users residing in Europe. Tymap does not warrant that the App will comply with the laws of other countries, in whole or in part. Tymap disclaims any liability that may arise from such access, nor does it ensure the provision of services outside of Europe.

#### 5. Delivery

If the order is not delivered at the time and date indicated, the only responsible will be the distribution company. Tymap is exempt from any damages caused to the User. It is the duty of the distribution company to provide the App with the correct order in which the orders will be placed in order to calculate the estimated time.

If it is impossible to deliver the order, the service offered in the App will continue working the necessary time until delivery of..

#### 6. Exclusion of liability

Tymap will not be responsible for any failure or delay in the service offered, when it is due to events beyond our reasonable control, that is, due to force majeure such as strikes, shutdowns, revolt, invasion, threat or terrorist attack, war (declared or not), threat or preparations for war, natural disasters, traffic jams or problems in business.

Tymap recommends the user to check the order several times a day because as drivers can make changes on the fly; the time offered by the App to User will always be estimated.

Tymap will not be liable, within existing limits, for damages caused to the User as a result of unavailability, access failures and lack of continuity of the App and its services.

#### 7. Written communications and notices

By using this App, the User agrees that most communications with Tymap are electronic.

For contractual purposes, the User agrees to use this electronic means of communication and acknowledges that any contract, notice, information and other communications that Tymap sends electronically meet the legal requirements to be in writing. This condition shall not affect any statutory rights of the User.

The User may communicate with Tymap through the contact details provided in these Terms and Conditions and, where applicable, through the contact spaces in the App.

#### 8. Renunciation

No waiver by Tymap of a particular legal right or action or Tymap’s failure to require strict performance by the User of any of its obligations shall constitute a waiver of any other rights or actions under a contract or the Terms, nor shall it relieve User of its obligations.

No waiver by Tymap of any of these Terms or any rights or actions under a contract shall be effective unless expressly stated as a waiver and formalized and communicated to the User by written.

#### 9. Invalidity

If any of these Conditions are declared null and void by a final resolution issued by a competent authority, the rest of the clauses shall remain in force, without being affected by said declaration of nullity.

#### 10. Entire agreement

These Terms and any documents expressly referred to herein constitute the entire agreement between the User and Tymap in relation to the subject matter of the purchase and supersed all prior agreements, understandings or promises made verbally or in writing by the same parties.

The User and Tymap acknowledge that they have consented to the conclusion of a contract without relying on any representations or promises made by the other party, except as expressly referred to in these Terms.

#### 11. Data protection

The information or personal data that the User provides to Tymap in the course of a transaction in the App, will be treated in accordance with the provisions of the data protection policies (Terms and Conditions of Use). By accessing, browsing and / or using the App, the User consents to the processing of such information and data and declares that all information or data provide is true.

#### 14. Applicable law and jurisdiction

The access, navigation and / or use of the App it will be governed by Spanish legislation.

Any controversy, problem or disagreement that arises or is related to the access, navigation and / or use of the App, or with the interpretation and execution of these Conditions, or with the contracts of sale between Tymap and the User, will be submitted to the Jurisdiction of the Judges and Courts of Madrid capital.

#### 15. Complaints and complaints

The User can send to Tymap any complaints, claims or other comments that he / she wants to make through the contact information provided at the beginning of these Terms.

Also, if the conclusion of this purchase contract between Tymap and the User rise to a dispute, the User as a consumer can request an out-of-court settlement of disputes, in accordance with EU Regulation No. 524/2013 of the European Parliament and of the Council of May 21, 2013, on the settlement of consumer disputes online. You can access this method via the website: <http://ec.europa.eu/consumers/odr/>.