

Terms & Conditions

These Terms and Conditions (“Terms”) govern your use of our mobile application named Story Time (“App”) and services provided by Roek IT (“Company”, “we”, “us”, or “our”). By accessing or using our App, you agree to be bound by these Terms.

1. Company Information

We collect and process the following types of data:

Personal Data

- **Company Name:** Roek IT
- **Address:** Veldkampstraat 30, 7513 ZC Enschede, Netherlands
- **Contact Information:** info@story-time.nl

2. Business Description

Roek IT develops and consults on apps and other code based projects. This includes, but is not exclusive to, providing a reading app with stories for kids, targeting parents and children.

3. User Account Information

- **Account Creation:** Users can sign up for an account in the App. If not, an anonymous account is created.
- **User Responsibilities:** Users are responsible for maintaining the confidentiality of their account information and for all activities that occur under their account.
- **Account Security Measures:** We recommend using strong, unique passwords and updating them regularly. Users must notify us immediately of any unauthorised use of their account.

4. Service Use Guidelines

- **Permitted and Prohibited Activities:** It is illegal to copy any stories, images, or other intellectual property from the App.
- **User Conduct Rules:** Users must not engage in any activity that is harmful, illegal, or disruptive.
- **Intellectual Property Rights:** Roek IT owns all intellectual property rights to the content provided in the App.

5. Payment Terms

- **Pricing Details:** Users pay via the App Store and Play Store.
- **Payment Methods Accepted:** Google Play Store, Apple App Store.
- **Billing and Invoicing Procedures:** Managed through respective app stores.
- **Refund and Cancellation Policies:** Governed by the policies of the respective app stores.

6. Privacy and Data Protection

Data Collection Practices

We collect the following types of data:

- **Personal Data:** Information that identifies you as an individual, such as your name, email address, and payment information.
- **Usage Data:** Information about how you use our app, including interactions, preferences, and device information.
- **Analytics Data:** Information gathered through cookies and similar technologies to improve our services.

Legal Basis for Processing

We process your personal data based on the following legal grounds:

- **Consent:** For specific purposes where you have given clear consent.
- **Contract:** To fulfil our contractual obligations to you.

- **Legal Obligation:** To comply with legal requirements.
- **Legitimate Interests:** For purposes that are in our legitimate interests, such as improving our services, provided these are not overridden by your rights.

Use and Storage of Personal Information

Your personal information is used to:

- Provide and improve our services.
- Personalise your user experience.
- Communicate with you about updates, promotions, and other relevant information.

We store personal data securely and only for as long as necessary to fulfil the purposes outlined in these terms or as required by law.

User Rights Regarding Their Data

Under the GDPR, you have the following rights:

- **Right to Access:** You can request a copy of your personal data we hold.
- **Right to Rectification:** You can request correction of inaccurate or incomplete data.
- **Right to Erasure:** You can request deletion of your personal data under certain circumstances.
- **Right to Restriction of Processing:** You can request restriction of processing of your personal data under certain conditions.
- **Right to Data Portability:** You can request to receive your data in a structured, commonly used, and machine-readable format.
- **Right to Object:** You can object to the processing of your data under certain conditions.
- **Right to Withdraw Consent:** You can withdraw your consent at any time, where consent is the legal basis for processing.

To exercise any of these rights, please contact us at info@story-time.nl.

Data Transfers

If we transfer your data outside the EU, we ensure it is protected through appropriate safeguards such as standard contractual clauses.

7. Dispute Resolution

Governing Law and Jurisdiction

These Terms are governed by Dutch law. Any disputes will be resolved in the court of Almelo, Netherlands.

Methods for Resolving Disputes

Any disputes arising under these Terms shall be resolved through standard legal channels in the Netherlands. Alternatively, users may seek resolution through alternative dispute resolution mechanisms, such as mediation or arbitration, where available and mutually agreed upon.

8. Liability and Disclaimers

- **Limitation of Liability:** Roek IT shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues.
- **Disclaimers of Warranties:** The App and services are provided “as is” without any warranties of any kind.
- **Indemnification:** Users agree to indemnify and hold harmless Roek IT from any claims, losses, liabilities, damages, expenses, and costs.

9. Modification of Terms

- **Process for Updating the T&C:** Roek IT reserves the right to update these Terms at any time.
- **Notification Procedures for Changes:** Any changes to the Terms will be posted on our website and are effective upon posting.

10. Termination of Services

- **Grounds for Termination:** Misuse of the App, including violations of these Terms.
- **Effects of Termination on User Accounts and Data:** Upon termination, user accounts and associated data will be deleted.

11. Miscellaneous

- **Contact Details for Customer Support:** For any questions or support, please contact us at info@story-time.nl.

By using our App, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, please do not use our App.