LEGAL

Terms and Conditions

Version 1.0 · effective [datum_versie]

This document contains the terms for using NuLes. Part A applies to everyone. Part B applies to users of the app, such as students, parents, instructors and administrators. Part C applies to driving schools that take out a subscription with NuLes.

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Part A. General

Article 1. Definitions

In these terms, the following terms have the meaning below. The singular includes the plural and vice versa.

1.1 **NuLes**: [bedrijfsnaam], established at [adres], [postcode_plaats], the Netherlands, registered with the Dutch Chamber of Commerce under number [kvk].

1.2 **Platform**: the software of NuLes. The Platform consists of the App, the web environment for administration and the underlying systems.

1.3 **App**: the mobile application of NuLes for iOS and Android.

1.4 **Driving School**: the business that takes out a Subscription with NuLes and uses the Platform for its driver training.

1.5 **User**: any natural person who uses the Platform. This includes Students, Instructors, Parents/Payers and Administrators.

1.6 **Student**: a User who takes driving lessons at a Driving School.

1.7 **Instructor**: a User who gives driving lessons or plans lessons on behalf of a Driving School. This includes the roles coach, mentor and planner.

1.8 **Administrator**: the owner or manager of a Driving School who manages the Platform on behalf of the Driving School.

1.9 **Parent/Payer**: a User who has received an invitation by email and has confirmed the link to a Student themselves. A Parent/Payer can pay that Student's invoices. The Student decides whether the Parent/Payer sees the schedule and progress.

1.10 **Account**: a User's personal access to the Platform.

1.11 **Subscription**: the arrangement between NuLes and a Driving School for the use of the Platform against payment.

1.12 **Content**: all data, texts, messages, images, documents, videos and other materials that a User or Driving School places in the Platform or shares through the Platform.

1.13 **Agreement**: the agreement between NuLes and a Driving School on the Subscription, or the agreement between NuLes and a User on the use of the App, with these terms forming part of it.

1.14 **Privacy Policy**: the privacy policy of NuLes at /en/privacy-policy/.

1.15 **Data Processing Agreement**: the data processing agreement between NuLes and the Driving School at /nl/verwerkersovereenkomst/ (in Dutch).

Article 2. Applicability

2.1 These terms apply to any use of the Platform.

2.2 Part A applies to everyone.

2.3 Part B applies to Users of the App.

2.4 Part C applies to Driving Schools. Part C prevails over Part A and Part B where the Driving School is a party.

2.5 An Administrator or Instructor who uses the App is covered by Part B as a User. The Driving School they work for is covered by Part C.

2.6 General terms of a Driving School or of a User do not apply to NuLes. NuLes expressly rejects them.

2.7 Deviations from these terms only apply if NuLes has confirmed them in writing.

2.8 If a provision of these terms is void or annulled, the other provisions remain in force. The invalid provision is replaced by a valid provision that comes as close as possible to its purpose.

2.9 In the event of any difference between the Dutch and the English text, the Dutch text prevails.

Article 3. The role of NuLes

3.1 NuLes supplies software. NuLes is not a driving school and does not give driving lessons.

3.2 The agreement on driving lessons, lesson packages, exams and payments is an agreement between the Driving School and the Student.

3.3 NuLes is not a party to that agreement.

3.4 The Driving School sets its own prices, lesson rules, cancellation rules and payment terms.

3.5 The User directs questions and complaints about driving lessons, invoices, credit, lesson packages, refunds or exams to the Driving School.

3.6 NuLes is not responsible for the quality of the driving lessons or for what the Driving School agrees with the User.

3.7 NuLes does not check in advance the Content that the Driving School or Users place in the Platform.

3.8 The Platform can exchange data with third-party services, such as the CBR (the Dutch driving test authority), the payment service Buckaroo and a theory environment. The terms of those third parties apply to those services. How those third parties relate to NuLes and the Driving School is set out in article 28.12.

Article 4. Privacy and personal data

4.1 NuLes processes personal data in accordance with the General Data Protection Regulation (GDPR).

4.2 For the data of Students, Parents/Payers and Instructors within a Driving School, the Driving School is the controller. NuLes is the processor for that data.

4.3 The arrangements on this are set out in the Data Processing Agreement (in Dutch).

4.4 NuLes is itself the controller for the data of contact persons and owners of Driving Schools, for the security and operation of the Platform, for support requests and for visitors to the website.

4.5 Which data NuLes processes, why and for how long is set out in the Privacy Policy.

4.6 The App contains no advertising and no analytics. NuLes does not track Users across other apps and websites.

4.7 Questions about privacy can be sent to [email_privacy].

Article 5. Intellectual property

5.1 All intellectual property rights in the Platform belong to NuLes or its licensors. This also applies to the software, the design, the texts, the logos and the brand name NuLes.

5.2 NuLes grants the User and the Driving School a limited, non-exclusive and non-transferable right to use the Platform. This right applies for as long as the Agreement runs and only for the purpose for which the Platform is intended.

5.3 It is not permitted to copy, sell, rent out, sublicense or make the Platform available to third parties.

5.4 It is not permitted to reverse engineer, decompile or modify the source code, except to the extent mandatory law permits this.

5.5 Notices of the rights of NuLes may not be removed or changed.

5.6 The rights in Content remain with the person who places the Content or with the Driving School.

5.7 Anyone who places Content gives NuLes permission to store, process and display that Content. This permission only applies to the extent necessary to provide the Platform.

5.8 Anyone who places Content declares that they have the right to do so and that the Content does not infringe the rights of third parties.

5.9 NuLes may freely use suggestions and feedback about the Platform, without compensation.

Article 6. Changes

6.1 NuLes may change these terms.

6.2 Each version has a version number and a date from which it applies.

6.3 NuLes announces a change at least 30 days before it takes effect, through the App, by email or on the website.

6.4 A change required by law or by a decision of a government or of Apple or Google may take effect sooner.

6.5 If a User does not agree with a change, they can delete their Account before the change takes effect.

6.6 If a Driving School does not agree with a change that materially disadvantages it, it can cancel the Subscription with effect from the date on which the change takes effect.

6.7 Anyone who continues to use the Platform after the effective date accepts the changed terms.

6.8 NuLes may change or extend the Platform or discontinue features. In doing so, NuLes takes the interests of Driving Schools and Users into account.

Article 7. Governing law and disputes

7.1 These terms and every Agreement are governed by Dutch law.

7.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

7.3 Disputes are submitted to the competent court of the [rechtbank].

7.4 A User who is a consumer may also submit a dispute to the court of their place of residence. Mandatory consumer protection of the country where they live continues to apply.

7.5 The parties first try to resolve a dispute together before going to court.

Article 8. Contact

8.1 [bedrijfsnaam], [adres], [postcode_plaats], the Netherlands.

8.2 Chamber of Commerce number: [kvk]. VAT number: [btw].

8.3 Support and reporting abuse: [email_support] or via /en/support/.

8.4 Privacy questions: [email_privacy].

8.5 Telephone: [telefoon]. Website: nules.nl.

Part B. Terms of use for the app

Article 9. Account and invitation

9.1 An Account is required to use the App.

9.2 An Account always belongs to a Driving School. The Driving School invites the User or creates the Account for them.

9.3 A Parent/Payer receives an invitation by email and confirms the link to the Student themselves. The Student decides whether the Parent/Payer sees the schedule and progress.

9.4 The User's role in the App is determined per Driving School. The Driving School decides which role a User has.

9.5 The User provides correct and complete information and keeps it up to date.

9.6 An Account is personal. The User does not share their Account with others.

9.7 The User can log in with an email address and password. They can also choose to log in with Google or Facebook. The terms of that service then also apply.

9.8 By creating an Account, the User accepts these terms.

Article 10. Minimum age

10.1 The App is intended for Users aged 16 and over.

10.2 A User under the age of 16 may only use the App with the permission of a parent or guardian.

10.3 The Driving School arranges that permission and records it.

10.4 A parent or guardian can receive an invitation as a Parent/Payer.

10.5 If it turns out that a User under 16 is using the App without that permission, NuLes or the Driving School may block the Account.

Article 11. Login details and security

11.1 The User keeps their login details secret.

11.2 The User chooses a strong password that they do not use for other services.

11.3 The User secures the device on which they use the App, for example with a passcode.

11.4 The User is responsible for what happens with their Account, unless they show that this is not attributable to them.

11.5 If the User suspects that someone else is using their Account, they change their password immediately and report this to [email_support].

11.6 NuLes never asks for a User's password by email, chat or telephone.

11.7 NuLes may temporarily block access to an Account if there are indications of misuse.

Article 12. Permitted use

12.1 The User only uses the App for the driver training at their Driving School and for what belongs to it.

12.2 The User complies with the law, with these terms and with reasonable instructions from NuLes and the Driving School.

12.3 It is not permitted to seek unauthorised access to parts of the Platform, to other people's Accounts or to data of other Driving Schools.

12.4 It is not permitted to test, circumvent or disrupt the security of the Platform.

12.5 It is not permitted to spread viruses, malware or other harmful code.

12.6 It is not permitted to overload the Platform or to extract data from the Platform by automated means.

12.7 It is not permitted to use the App to send unsolicited advertising or messages.

12.8 It is not permitted to use personal data of other Users for any purpose other than the driver training.

12.9 It is not permitted to impersonate another person.

12.10 The User does not use the App while driving in a way that endangers road safety.

Article 13. Rules of conduct for chat and content

13.1 The App has a chat between Users of the same Driving School. Users can also place other Content, such as a profile photo, an about me text, homework and reflections.

13.2 The User is responsible for the Content they place or send.

13.3 It is not permitted to place or send Content that is offensive.

13.4 It is not permitted to place or send Content that is discriminatory, for example on the grounds of origin, religion, gender, sexual orientation, disability or age.

13.5 It is not permitted to place or send Content of a sexual nature.

13.6 It is not permitted to place or send Content that is threatening or intimidating.

13.7 It is not permitted to place or send Content that is unlawful or criminal, or that infringes the rights of others.

13.8 It is not permitted to harass, stalk or bully other Users.

13.9 It is not permitted to share personal data or photos of others without their permission.

13.10 It is not permitted to send spam, chain letters or advertising.

13.11 The Driving School is responsible for Content it places itself, such as documents or videos with homework.

13.12 NuLes does not tolerate Content or conduct that breaches this article.

Article 14. Blocking, reporting and removal

14.1 A User can block another User in the App. They will then no longer receive chat messages from that User.

14.2 A User can delete their own chat messages.

14.3 A User can report abuse or Content that breaches Article 13 via `[email_support]`.

14.4 Where possible, a report includes the name of the Driving School, the User concerned, the time and a description or screenshot.

14.5 NuLes assesses a report within 24 hours.

14.6 NuLes may inform the Driving School about a report if this is necessary to handle the report.

14.7 NuLes and the Driving School may remove or disable access to Content that breaches these terms or the law, without prior warning.

14.8 NuLes and the Driving School may temporarily or permanently block the Account of a User who does not comply with Article 13.

14.9 NuLes may report criminal offences to the police or another competent authority. NuLes may provide data in doing so if the law requires or permits this.

14.10 These rules also serve to meet the requirements of Apple (App Review Guideline 1.2) and Google for apps with user-generated content.

Article 15. Payments to the driving school

15.1 Students and Parents/Payers can pay invoices, payment requests, instalments, credit and lesson packages of the Driving School through the App.

15.2 These payments are payments to the Driving School. NuLes does not receive these payments as its own revenue.

15.3 Payment is made with iDEAL through the payment service Buckaroo B.V., in the browser.

15.4 The terms of Buckaroo and of the payer's bank also apply to the payment.

15.5 The App does not store any credit card or bank account details.

15.6 There are no in-app purchases through the App Store or Google Play.

15.7 The Driving School can also record cash payments in the App.

15.8 The Student agrees the amounts, payment terms, use of credit and refunds with the Driving School.

15.9 The User directs questions about an invoice or payment to the Driving School.

15.10 NuLes does not charge Users for the use of the App.

Article 16. Push notifications and messages

16.1 The App can send push notifications, for example about lessons, chat messages, invoices and changes to the schedule.

16.2 Push notifications are not mandatory. The User can turn them on and off in the settings of their device.

16.3 If the User turns off push notifications, they can still view all information in the App.

16.4 NuLes also sends emails that are necessary for the use of the Platform, such as invitations, password resets and important notices.

16.5 NuLes does not use push notifications and emails for advertising.

16.6 NuLes does not guarantee that a push notification or email always arrives, or arrives on time. The User checks important appointments in the App.

Article 17. Availability and maintenance

17.1 NuLes makes reasonable efforts to keep the App working properly and available without interruption.

17.2 NuLes does not guarantee that the App always works without errors and without interruptions.

17.3 NuLes may temporarily take the App out of service for maintenance, updates or security. Where possible, NuLes does this outside busy hours.

17.4 NuLes releases updates. Some updates are installed automatically. Some features may require a recent version of the App or of the operating system.

17.5 An internet connection is required to use the App. The costs of this are borne by the User. Actions the User takes without a connection are stored on the device by the App. The App sends them as soon as there is a connection again.

17.6 Whether a User can use certain features also depends on the settings and the Subscription of their Driving School.

Article 18. Deleting your account

18.1 The User can delete their Account at any time.

18.2 This can be done in the App via Account, Account settings, Delete account.

18.3 This can also be done via the website at /en/delete-account/.

18.4 On deletion, the Account and the associated personal data are erased, including chat messages and profile photo.

18.5 Data that must be kept longer by law, such as invoices, remains stored in a restricted manner for as long as the law requires.

18.6 The User receives a confirmation. The deletion is completed within 30 days.

18.7 If a Student still has outstanding invoices with the Driving School, the Account is deleted anyway. The invoice data remains with the Driving School for as long as the law requires. The payment obligation towards the Driving School remains.

18.8 Removing the App from a device does not delete the Account.

18.9 A deleted Account cannot be restored.

Article 19. Termination and blocking

19.1 NuLes or the Driving School may temporarily or permanently block an Account if the User acts in breach of these terms or the law.

19.2 NuLes may also block an Account if this is necessary to prevent damage to the Platform, to other Users or to NuLes.

19.3 Where possible, NuLes informs the User of the reason for the block, unless the law or safety prevents this.

19.4 A User who disagrees with a block can object via [email_support].

19.5 Access to the App through a Driving School ends if the Driving School ends the Account, if the Driving School is deactivated or if the Driving School's Subscription ends.

19.6 NuLes is not liable for damage caused by a justified block or by the end of access through a Driving School.

Article 20. Liability towards users

20.1 NuLes provides the App to Users free of charge, as is and as available.

20.2 NuLes is not liable for the driving lessons, the schedule, the invoices or other arrangements between the User and the Driving School.

20.3 NuLes is not liable for the accuracy of data entered by the Driving School or other Users, such as lesson times, progress and amounts.

20.4 NuLes is not liable for Content of other Users or of the Driving School.

20.5 NuLes is not liable for the services of third parties, such as the CBR, Buckaroo, Google, Facebook, YouTube, Vimeo or a theory environment.

20.6 NuLes is not liable for damage caused by a notification or email not being received, or not being received on time.

20.7 NuLes is not liable for indirect damage, such as consequential damage, missed appointments or lost profit.

20.8 The limitations in this article do not apply if the damage results from intent or deliberate recklessness on the part of NuLes.

20.9 The limitations in this article do not apply to the extent the law prohibits them for consumers. Mandatory consumer rights remain unaffected.

Article 21. Apple and Google provisions

21.1 This article applies if the User has downloaded the App from the Apple App Store or from Google Play.

21.2 The Agreement on the use of the App is concluded between the User and NuLes. Apple Inc. and Google LLC are not parties to it.

21.3 NuLes is solely responsible for the App and its content.

21.4 The right of use under Article 5.2 is limited to use on an Apple or Android device that the User owns or controls. The use must comply with the usage rules of the App Store or Google Play.

21.5 Only NuLes is responsible for maintenance and support of the App. Apple has no obligation whatsoever to provide maintenance or support for the App.

21.6 If the App fails to conform to any applicable warranty, the User may notify Apple. Apple will then refund the purchase price of the App, if any. To the extent permitted by law, Apple has no other warranty obligation with respect to the App.

21.7 NuLes, not Apple, is responsible for addressing claims relating to the App. This includes product liability claims, claims that the App fails to conform to legal requirements and claims under consumer protection or privacy legislation.

21.8 If a third party claims that the App or its use infringes its intellectual property rights, NuLes, not Apple, is responsible for the investigation, defence, settlement and discharge of that claim.

21.9 The User declares that they do not live in a country that is subject to a United States government embargo or that has been designated by the United States government as a terrorist-supporting country.

21.10 The User declares that they are not listed on any United States government list of prohibited or restricted parties.

21.11 When using the App, the User also complies with applicable third-party terms, such as those of their mobile provider.

21.12 The User directs questions, complaints and claims about the App to NuLes. The contact details are in Article 8.

21.13 Apple and its subsidiaries are third-party beneficiaries of these terms. Upon the User's acceptance of these terms, Apple has the right to enforce these terms against the User as a third-party beneficiary.

21.14 For use through Google Play, the terms of Google Play also apply. Google is not responsible for the App, its maintenance or its support.

21.15 This article does not affect the mandatory rights the User has as a consumer.

Part C. Terms for driving schools

Article 22. Formation of the agreement

22.1 The Agreement between NuLes and the Driving School is formed when the Driving School accepts an offer from NuLes or when NuLes activates the Driving School's Account.

22.2 On activation, the Driving School accepts three documents, each with a version: the Privacy Policy, these terms and the Data Processing Agreement.

22.3 An offer from NuLes is without obligation, unless the offer states otherwise.

22.4 Anyone who enters into the Agreement on behalf of the Driving School declares that they are authorised to do so.

22.5 The Driving School enters into the Agreement in the course of its profession or business. The rules for consumers do not apply to Part C.

22.6 NuLes may refuse an application without giving reasons.

Article 23. Subscription and limits

23.1 Through the Subscription, the Driving School gets access to the Platform for its own driver training.

23.2 Each Subscription includes a maximum number of active Instructors and a maximum number of active Students.

23.3 The Driving School stays within these maximums.

23.4 NuLes may restrict adding or activating Instructors and Students above the maximum.

23.5 If the Driving School wants more active Instructors or Students, it contacts NuLes about a different Subscription.

23.6 The features included in a Subscription are set out in the offer or on the website of NuLes.

23.7 The Driving School may only use the Platform for its own business. It may not make the Platform available to other driving schools.

23.8 The Driving School ensures that its Administrators, Instructors and other Users comply with these terms.

Article 24. Trial period

24.1 NuLes may offer a trial period. Whether this happens and how long it lasts is stated in the offer.

24.2 These terms apply during the trial period.

24.3 NuLes may restrict the features and limits during a trial period.

24.4 After the trial period, use only continues if the Driving School takes out a paid Subscription.

24.5 If the Driving School does not take out a Subscription, Article 31 applies to the data.

Article 25. Prices and payment

25.1 All prices are in euros and exclude VAT.

25.2 NuLes invoices the Subscription monthly in advance.

25.3 The Driving School pays an invoice within 14 days of the invoice date.

25.4 If the Driving School does not pay on time, it is in default without notice of default being required.

25.5 From that moment, the Driving School owes the statutory commercial interest.

25.6 If NuLes has to take collection measures, the extrajudicial collection costs are borne by the Driving School, in accordance with the statutory rules.

25.7 If payment is still not made after a reminder, NuLes may suspend access to the Platform or deactivate the Driving School until payment has been made.

25.8 The Driving School submits any objection to an invoice in writing within 14 days of the invoice date. An objection does not suspend the obligation to pay the undisputed part.

25.9 NuLes may adjust the prices. NuLes announces a price change at least 30 days before it takes effect.

25.10 If the Driving School does not agree with a price increase, it can cancel the Subscription with effect from the date on which the increase takes effect.

25.11 Amounts paid in advance are not refunded on cancellation, unless these terms or the law provide otherwise.

25.12 Payments by Students and Parents/Payers to the Driving School are separate from the Subscription. Article 15 applies to them.

Article 26. Term and cancellation

26.1 The Subscription starts on the date of activation.

26.2 The Subscription runs monthly and is automatically renewed for one month each time, unless the offer states a different term.

26.3 The Driving School can cancel the Subscription with a notice period of [abonnement_opzegtermijn].

26.4 The Driving School cancels in writing or by email to [email_support].

26.5 NuLes can cancel the Subscription with the same notice period.

26.6 Either party may terminate the Agreement with immediate effect if the other party is declared bankrupt, applies for a suspension of payments or ceases its business.

26.7 Either party may terminate the Agreement if the other party fails to perform a material obligation and does not remedy this within a reasonable period after written notice of default.

26.8 NuLes may end the Agreement with immediate effect if the Driving School uses the Platform in breach of the law or in a way that seriously harms NuLes or Users.

26.9 When the Agreement ends, access to the Platform ends for the Driving School and its Users, insofar as that access runs through the Driving School.

26.10 Provisions that by their nature are intended to continue after the end remain in force. These include the provisions on data, liability, confidentiality and governing law.

Article 27. Deactivation and reactivation

27.1 NuLes can deactivate a Driving School.

27.2 This can happen if the Driving School does not pay, if the Subscription ends, if the Driving School requests it or if the Driving School seriously breaches these terms.

27.3 During deactivation, the Driving School and its Users have no access to the Platform for that Driving School.

27.4 Deactivation for non-payment does not release the Driving School from its payment obligation.

27.5 NuLes can reactivate a deactivated Driving School.

27.6 On reactivation, the Driving School accepts the then current versions of the Privacy Policy, these terms and the Data Processing Agreement.

27.7 If the Agreement ends, Article 31 applies to the Driving School's data.

Article 28. Responsibilities of the driving school

28.1 The Driving School is responsible for the accuracy and completeness of the data that it and its Administrators and Instructors enter in the Platform.

28.2 The Driving School is the controller for the personal data of its Students, Parents/Payers and Instructors.

28.3 The Driving School ensures a lawful basis for processing that data.

28.4 The Driving School informs its Students and other Users about the processing of their data.

28.5 For Students who are minors, the Driving School arranges the permission of a parent or guardian where required and records it.

28.6 The Driving School concludes its own agreement with its Students and uses its own terms for that purpose.

28.7 The Driving School is responsible for its prices, invoices, payment requests, credit, lesson packages, refunds and compliance with its tax obligations.

28.8 The Driving School is responsible for the Content it places, such as documents and videos with homework. It ensures that it has the right to use that Content.

28.9 The Driving School decides who gets which role in the Platform. It revokes access for people who no longer work for it or are no longer Students.

28.10 The Driving School keeps the login details of its Administrators and Instructors secret and reports misuse to NuLes immediately.

28.11 The Driving School handles reports from its Users about conduct and Content within its Driving School with care and cooperates with the handling of reports by NuLes.

28.12 The Driving School is responsible for the use of the CBR integration. The CBR is not a sub-processor of NuLes. The CBR is an independent party with which the Driving School has its own relationship. The Driving School links its own CBR login details and makes the arrangements it needs with the CBR. Buckaroo B.V. and the theory environment are sub-processors of NuLes. The Data Processing Agreement applies to them.

28.13 The Driving School indemnifies NuLes against claims by third parties, including Students, arising from its use of the Platform, its Content or its agreements with Students.

Article 29. Data processing agreement

29.1 The Data Processing Agreement (in Dutch) forms part of the Agreement between NuLes and the Driving School.

29.2 The Data Processing Agreement sets out the arrangements on the processing of personal data by NuLes on behalf of the Driving School. It also lists the sub-processors and the security measures.

29.3 In the event of a conflict between these terms and the Data Processing Agreement regarding the processing of personal data, the Data Processing Agreement prevails.

29.4 The Data Processing Agreement runs for as long as NuLes processes personal data on behalf of the Driving School.

Article 30. Availability and support

30.1 NuLes makes reasonable efforts to keep the Platform working properly and available without interruption. This is an obligation of effort.

30.2 NuLes may temporarily take the Platform out of service for maintenance, updates or security. Where possible, NuLes announces planned maintenance in advance.

30.3 NuLes may take the Platform out of service without notice in the event of an urgent security issue or an outage.

30.4 NuLes provides support to the Driving School via [email_support], via /en/support/ and via [telefoon].

30.5 Support is intended for questions about the use and operation of the Platform. Support does not include advice on the Driving School's business operations, taxes or legal questions.

30.6 Students and Parents/Payers turn to the Driving School with questions about the driver training. The Driving School is their first point of contact.

30.7 The Driving School reports outages and errors to NuLes as quickly and as completely as possible.

30.8 NuLes makes appropriate backups. The Driving School remains responsible for exporting in good time any data it wants to keep itself.

Article 31. Data after termination

31.1 After the end of the Agreement, the Driving School's data remains available for export for 30 days.

31.2 During that period, the Driving School can request or make an export.

31.3 After these 30 days, NuLes erases the Driving School's data.

31.4 Data in backups is erased within 90 days.

31.5 NuLes keeps data that it must keep longer by law for as long as the law requires. This includes the invoices for the Subscription.

31.6 Accounts of Users that belong only to this Driving School are erased together with the Driving School's data.

31.7 NuLes is not liable for the loss of data that the Driving School did not export within the period in 31.1.

Article 32. Liability

32.1 The liability of NuLes towards the Driving School is limited to direct damage.

32.2 Liability is limited per year to the amount the Driving School paid for the Subscription in the 12 months before the event causing the damage, excluding VAT.

32.3 Direct damage only includes: reasonable costs of establishing the damage, reasonable costs of having the failure of NuLes remedied and reasonable costs of preventing or limiting damage.

32.4 NuLes is not liable for indirect damage. This includes consequential damage, lost profit, lost savings, missed lessons, damage due to business interruption, loss of data and reputational damage.

32.5 NuLes is not liable for damage caused by incorrect or incomplete data from the Driving School or its Users.

32.6 NuLes is not liable for damage caused by third-party services, such as the CBR, Buckaroo, hosting providers, push services and email services, except to the extent NuLes can recover that damage from that third party.

32.7 The limitations in this article do not apply if the damage results from intent or deliberate recklessness on the part of NuLes or its management.

32.8 Liability only arises if the Driving School promptly gives NuLes written notice of default, with a reasonable period to remedy the failure, and NuLes still fails after that period.

32.9 The Driving School reports damage to NuLes in writing as soon as possible and no later than 12 months after the damage arose. After that, the right to compensation lapses.

Article 33. Force majeure

33.1 NuLes is not obliged to perform an obligation if it is prevented from doing so by force majeure.

33.2 Force majeure means any circumstance beyond the control of NuLes that prevents performance or makes it unreasonably burdensome.

33.3 This includes outages of the internet or electricity, outages at hosting providers, payment services, push services and email services, outages at the App Store or Google Play, cyber attacks, fire, flooding, pandemics, war and government measures.

33.4 NuLes notifies the Driving School of force majeure as soon as possible.

33.5 If the force majeure lasts longer than 60 days, either party may terminate the Agreement in writing. There is then no right to compensation.

Article 34. Confidentiality

34.1 The parties keep confidential information of the other party secret.

34.2 Information is confidential if this has been stated or if it follows from the nature of the information. Personal data is always confidential.

34.3 The parties only use confidential information for the performance of the Agreement.

34.4 The parties also impose this confidentiality on their employees and on third parties they engage.

34.5 Confidentiality does not apply to information that is already public, or that a party must provide under the law or a court decision.

34.6 Confidentiality continues to apply after the end of the Agreement.

Article 35. Transfer and final provisions

35.1 The Driving School may not transfer its rights and obligations under the Agreement to another party without the written consent of NuLes.

35.2 NuLes may transfer its rights and obligations under the Agreement to a successor or to a company within the same group. NuLes informs the Driving School of this.

35.3 NuLes may engage third parties in performing the Agreement. The Data Processing Agreement applies to sub-processors.

35.4 The records of NuLes serve as evidence of what has been recorded through the Platform, subject to proof to the contrary.

35.5 Notices by email count as written notices.

35.6 Article 7 on governing law and the competent court of the [rechtbank] also applies to the Agreement with the Driving School.