

The Rider App General Terms and Conditions

The Rider App B.V. · Version 2026-09-27.1 · last updated 27 September 2026

This is a translation for your convenience. In case of any difference, the Dutch text prevails.

These are the terms and conditions for the use of The Rider App.

1. Definitions

The capitalised terms in these general terms and conditions have the following meaning, unless expressly stated otherwise:

1. **The Rider App**: the user of these general terms and conditions, The Rider App B.V., as further described in article 9.
2. **you** or **your**: you as a natural person acting for purposes outside your trade, business or profession, with whom The Rider App enters into an agreement.
3. **Agreement**: the agreement concluded between The Rider App and you for the use of the App.
4. **App**: the application for planning motorcycle routes, navigation and a social community for motorcyclists, available as a mobile application for iOS and Android under the name The Rider App.
5. **Parties**: The Rider App and you together, each separately also a **Party**.
6. **Website**: www.theriderapp.com.

2. Applicability of these general terms and conditions

1. By continuing when creating an account in the App, after the App has referred you to these general terms and conditions and to the privacy statement, you declare that you are at least 18 years old and you agree to the content of these general terms and conditions.
2. These general terms and conditions apply to all offers, agreements and deliveries of The Rider App to you. The Rider App may change the general terms and conditions unilaterally. In the event of a material change, The Rider App will let you know within a reasonable period (4 weeks), for example by email or with a message in the App.
3. If The Rider App changes the general terms and conditions and that change leads to a material deterioration of your position, you may terminate the Agreement free of charge within 4 weeks of the message about the change.
4. If a provision of these general terms and conditions or the Agreement is void or unenforceable, the other provisions remain fully in force.
5. You cannot transfer the rights and obligations under the Agreement (including these general terms and conditions) to others, unless The Rider App gives prior written consent for this.

3. Use of the App

1. Use of the App is entirely voluntary. You can end the use at any time, without giving a reason and without costs, by stopping using the App and/or deleting your account (see article 5).

2. The Rider App can end the use by an individual user at any time, in particular in the event of a breach of the Agreement (including these general terms and conditions).
3. The end of the use of the App does not affect the obligations that by their nature are intended to continue, including liability (article 6).
4. You guarantee that the information you provide to us, for example through the App, is correct, complete and up to date. Incomplete or incorrect information may lead to the termination of your use of the App. The Rider App is not liable for damage resulting from incorrect or incomplete information you provided.
5. The App is only intended for persons aged 18 or older who hold a valid motorcycle driving licence.
6. After registering through the App, you get access to a personal account. You are yourself responsible for keeping your login details secret. The use and any misuse of your login details are at your own expense and risk. The Rider App may assume that actions in the App after registration and entering the login or registration details are carried out by you.

4. Processing of personal data

1. The controller for the processing of your personal data is The Rider App. Questions about the processing of personal data and about exercising your rights can be sent to info@theriderapp.com.
2. Which personal data The Rider App processes, for what purpose, on what legal basis, with whom it is shared and how long it is kept, is set out in the privacy statement at <https://theriderapp.com/en/privacy/>.
3. For recording rides and sharing your location live, The Rider App asks for your consent in the App, with the text Consent to the use of your location. You can withdraw that consent at any time in the settings of the App.

5. Deleting your account

1. You can delete your account at any time with the function for this in the App. The deletion starts immediately and is processed permanently (actual deletion, not setting it to inactive).
2. After deletion you can no longer log in and the linked data is deleted as described in the privacy statement. Copies on other devices or at processors (such as sent emails or backups) are deleted within the usual periods.
3. If you stop using the App without deleting your account, your data continues to exist until the account is deleted after all. If you do not want your data to be processed any longer, delete your account.

6. Safety, use and liability

1. Road safety comes first. You are always yourself responsible for riding safely in accordance with the traffic rules. You do not operate the App in a way that distracts you from riding your motorcycle, and you always follow the actual traffic situation, traffic signs and traffic rules, also if they differ from the navigation instructions of the App.
2. The navigation and route data may be inaccurate, outdated or incorrect. The Rider App is not liable for damage caused by following the navigation and route data from the App. You only follow

navigation instructions insofar as this is safe and permitted. The App does not replace your own judgement and attentiveness.

3. Insofar as the App offers an SOS function, it is an aid and does not guarantee timely or successful alerting. Its operation depends, among other things, on network, battery, location and the reachability of the emergency contacts. In a real emergency you do not rely solely on the App and, if necessary, you call the emergency services (112) yourself. The Rider App is not liable for damage because the SOS function does not work (properly).
4. The App is offered as it is ("as is") and without any warranty. To the extent permitted by law, the liability of The Rider App for direct and indirect damage arising from or related to the use of the App is excluded, except damage resulting from intent or deliberate recklessness on the part of The Rider App.
5. Without prejudice to the above, the liability of The Rider App is always limited to the amount covered by its liability insurance. If the insurer does not pay out in a given case, the liability of The Rider App is limited to direct damage.
6. Direct damage never includes in any case: damage to your motorcycle, personal injury, damage due to loss of data, loss of profit, consequential damage, damage due to delay and claims of third parties.
7. You report an alleged claim against The Rider App in writing to The Rider App as soon as possible after you discovered it or could reasonably have discovered it, with a clear description of the claim and the relevant facts.
8. Any claim by you for compensation, repair, replacement or any other legal action against The Rider App lapses if you have not submitted the claim to The Rider App in writing and with reasons within twelve months after you became aware or could reasonably have become aware of the damage, or if you have not started legal proceedings within six months after The Rider App has rejected the claim in writing in whole or in part.
9. You indemnify The Rider App against claims of third parties arising from unlawful use of the App that is attributable to you, or from a breach of the Agreement.

7. Content in the App

1. The content in the App (including texts, logos, layout and images) is owned by or licensed to The Rider App.
2. Information in the App is general and may be outdated, incomplete or incorrect. You use that information at your own responsibility.
3. Using the App does not give you any rights or licences to our content.
4. Commercial use, reproduction or distribution of the content in the App by you is not permitted, except with prior written consent.
5. You may not (and others on your behalf may not):
 1. use scraping tools, spiders or bots on the App;
 2. collect or analyse information from the App for competing purposes;
 3. technically disrupt or interrupt the App;
 4. upload or distribute content that (i) is not your own or infringes the rights of others, (ii) is offensive, discriminatory or objectionable, (iii) is misleading, spam or unsolicited, or (iv) contains personal information of others without their consent.

6. Information on third-party websites to which the App links is outside the control and responsibility of The Rider App.

8. Applicable law and disputes

1. All agreements between The Rider App and you are governed by Dutch law.
2. Disputes are submitted to the competent court in the district of Amsterdam, without prejudice to mandatory rules of jurisdiction in your favour as a consumer.

9. Who we are

The App is offered by The Rider App B.V., a private limited company registered with the Dutch Chamber of Commerce (KvK) under number 99066556, Kattenburgerstraat 244, 1018 JK Amsterdam, reachable at info@theriderapp.com.