

# ROUTO TERMS OF USE

**Effective Date:** 27 June 2025

**Last Updated:** 27 June 2025

These Terms of Use ("**Terms**") form a legally binding contract between you ("**User**" or "you") and **Illarion Khliestov, conducting business under the brand name "Routo,"** business address **Al. Jana Pawła II 65/120, 01-038 Warsaw, Poland, NIP 521 399 66 29, REGON 523 914 382** ("\*\*Routo", "we", "us", "our"). They govern your download, installation, access and use of the Routo mobile application (the "**App**"), our website, and all related services (collectively, the "**Service**").

**If you do not agree to all of these Terms, do not download, install, or use the Service.** You accept these Terms by tapping "I agree" (or a similar button) during the App's onboarding flow and again each time you continue to access or use any part of the Service after an update.

Nothing in these Terms limits your non-waivable rights as a consumer under mandatory provisions of Polish or EU law.

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## 1 Definitions

Term	Meaning
" <b>Subscription</b> "	A recurring paid plan purchased via Apple In-App Purchase and managed by RevenueCat.
" <b>Content</b> "	All text, images, graphics, routes, geodata, audio, video, or other materials displayed on or generated by the Service.
" <b>Devices</b> "	Apple-branded devices that you own or control.

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## 2 Eligibility

You must be at least 16 years old (or older where local law requires) and have full legal capacity to enter into a contract. By proceeding past the onboarding screen you represent and warrant that you meet these requirements.

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## 3 Limited Mobile-App Licence

We grant you a **personal, revocable, non-exclusive, non-transferable, non-sublicensable, worldwide licence** to install and use one copy of the App on your Devices **solely** for your own lawful, non-commercial navigation purposes, strictly in accordance with these Terms. We reserve all rights not expressly granted herein. You may not rent, lease, sell, redistribute, or sublicense the App.

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## 4 User Obligations

1. **Road-safety duty.** You must at all times obey applicable traffic laws and use the Service only when it is safe to do so. Do not interact with the App while operating a vehicle.
  2. **High-risk activities.** The Service is **not** designed or warranted for emergency response, hazardous-material transport, oversized vehicles, commercial-trucking regulations, or any activity where inaccurate routing could result in death, personal injury, or severe environmental damage.
  3. **Accurate information.** All information you provide via the App (e.g., geo-location permissions, payment details) must be truthful, current, and complete.
  4. **Compliance.** You must comply with all export-control, sanctions, and embargo regulations applicable in Poland, the EU, the United States, and the jurisdiction where you are located.
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## 5 Prohibited Conduct

You shall not, directly or indirectly:

- decompile, disassemble, reverse-engineer, or otherwise attempt to derive the source code of the App except as expressly permitted by mandatory law;
  - access, monitor, or copy any element of the Service using automated means (robots, spiders, crawlers, scrapers, etc.);
  - create or publish benchmarks, competitive analysis, or derivative works based on the Service;
  - interfere with or disrupt servers or networks connected to the Service;
  - upload viruses, malware, or other harmful code;
  - use the Service for any unlawful, fraudulent, or offensive purpose;
  - manipulate or falsify ad-attribution data, including by spoofing the advertising identifier or automating ad clicks;
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## 6 Subscriptions & Billing

1. **In-App Purchases.** Paid features are offered through auto-renewing Subscriptions processed by Apple. Apple's terms and your App-Store payment method apply.
  2. **Price changes.** We may change Subscription fees or introduce new charges at any time with at least 30 days' prior notice; the new price applies from the next renewal period.
  3. **Trials & Promotions.** Free trials convert to paid Subscriptions unless cancelled at least 24 hours before the end of the trial.
  4. **Chargebacks & Fraud.** We may immediately suspend or terminate your access to the Service upon a chargeback, reversed transaction, or suspected fraudulent activity.
  5. **Advertising.** The free version of the Service may display promotions or offers that are personalised using ad-attribution data (see Section 7). You may disable such personalisation at any time via the in-app "Ad Attribution" toggle or your device's privacy settings; ads may still appear but will not be tailored to you.
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## 7 Third-Party Services & Data

The Service integrates Google Maps / Routes / Places APIs, Amplitude analytics, and RevenueCat subscription management (collectively, “**Third-Party Services**”). Your use is subject to those providers’ terms. Google data may be inaccurate or incomplete; Routo has no control over and assumes no responsibility for Third-Party Services.

You acknowledge and agree that (a) Routo may share your geo-location, device identifier, Subscription metadata, and usage events with such providers for the purpose of providing and improving the Service, and (b) your data may be processed outside the European Economic Area.

We also use the AppsFlyer and Google Ads SDKs to measure advertising-campaign performance and, with your explicit consent, to deliver personalised offers.

Ad-attribution SDKs access your device’s advertising identifier (IDFA on iOS) only if you allow tracking in Apple’s App Tracking Transparency prompt.

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## 8 Intellectual Property

The Service and all Content (excluding User-Generated Content) are protected by copyright, trade-mark, and other laws and remain the exclusive property of Routo and its licensors.

The Google logo and related marks are trademarks of Google LLC. Apple, the Apple logo, iPhone, and App Store are trademarks of Apple Inc.

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## 9 User-Generated Content

If you submit, upload, or store any Content through the Service (“**UGC**”), you grant Routo a **worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable licence** to use, reproduce, adapt, translate, distribute, publicly perform, and display such UGC for the purposes of operating and improving the Service.

You represent that you have all rights necessary to grant this licence and that your UGC does not infringe any third-party rights or violate law.

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## 10 Feedback

You may voluntarily send Routo comments, ideas, or suggestions (“**Feedback**”). **All Feedback is non-confidential** and Routo may use it without restriction or compensation to you.

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## 11 Beta & Experimental Features

We may from time to time provide features labelled “Beta,” “Preview,” or similar. Such features are provided **as-is, without support or service-level commitments**, and may be modified or removed at any time.

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## 12 Termination & Suspension

We may suspend or terminate your licence and/or your access to the Service, or delete any UGC, immediately and without notice if you breach these Terms, if required by law, for non-payment, or if we reasonably believe your conduct harms Routo, other users, or third parties.

You may stop using the Service at any time and cancel any Subscription in your Apple ID settings; deleting the App does **not** cancel your Subscription.

Upon termination: (a) your licence automatically ends; (b) Sections 7–23 survive.

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## 13 Disclaimers

1. **No professional advice.** The Service provides **informational routing only** and is **not** professional navigation, traffic, or safety advice.
  2. **Third-party data.** Routes, travel times, and place information are generated by Google Maps APIs and may be inaccurate.
  3. **Use at your own risk.** Your use of the Service is at your sole risk. The Service is provided **“as is” and “as available,” without warranties of any kind**, whether express, implied, or statutory, including (without limitation) warranties of merchantability, fitness for a particular purpose, accuracy, or non-infringement, to the maximum extent permitted by Polish law.
  4. **Availability.** We do not warrant that the Service will be uninterrupted, error-free, or secure, or that any defects will be corrected.
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## 14 Limitation of Liability

To the fullest extent permitted by law, Routo, its officers, directors, employees, agents, suppliers, or licensors **shall not be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages** (including loss of profits, data, goodwill, or business interruption) arising out of or related to the Service, even if advised of the possibility of such damages.

Routo's total aggregate liability arising out of or related to the Service **shall not exceed (i) the amount you paid to Routo for the Service in the twelve (12) months preceding the event giving rise to liability, or (ii) 250 PLN, whichever is greater.**

Nothing in these Terms excludes liability that cannot be excluded under mandatory Polish law, including liability for death or personal injury caused by negligence, or for intentional misconduct.

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## 15 Indemnification

You agree to defend, indemnify, and hold Routo harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) your use or misuse of the Service; (b) your breach of these Terms; (c) your violation of any law or third-party right.

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## 16 Arbitration & Class-Action Waiver

1. **Applicability.** This Section 16 applies **only if (a) you reside outside the European Economic Area, Switzerland, or the United Kingdom, or (b) you bring a claim that is not subject to the mandatory jurisdiction of Polish courts under EU consumer-protection law.**
2. **Arbitration agreement.** Any dispute, claim, or controversy arising out of or relating to the Service or these Terms that cannot be resolved informally shall be finally settled by binding arbitration as follows:
  - **United States residents:** administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules; seat / legal place of arbitration = New York City, New York; the Federal Arbitration Act governs.
  - **All other eligible users:** administered by the International Chamber of Commerce (ICC) under the ICC Rules of Arbitration; seat = Warsaw, Poland; language = English.

3. **Individual proceedings only. You and Routo agree that each may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.** The arbitrator may not consolidate more than one person's claims or otherwise preside over any form