

# DRIVEMAP — TERMS OF SERVICE AND PRIVACY POLICY

**Effective Date: [20.12.2025]**

## I. GENERAL PROVISIONS

1. These Terms of Service define the rules for using the DriveMap mobile application, the conditions for the provision of electronic services, and the principles for processing personal data.
2. The owner and administrator of the Application and the data controller is:  
**Marcin Kania**  
ul. Klimczoka 44/2, 43-360 Bystra, Poland  
e-mail: **support@drivemap.eu**
3. DriveMap provides the following functionalities:
  - a) recording routes using GPS,
  - b) saving routes in the Supabase database,
  - c) **adding stops (waypoints) along the route,**
  - d) sharing routes via a public link,
  - e) **creating and managing folders,**
  - f) **downloading and using offline maps,**
  - g) purchasing a Subscription through Stripe,
  - h) signing in via Google (Google Sign-In).
4. **The primary language of the Application is English. Versions in other languages may be automatically generated using translation systems. In case of discrepancies, the English version prevails.**
5. The Application is available on Android and iOS platforms.
6. By using the Application, the User agrees to these Terms of Service.

## II. DEFINITIONS

1. **User** – any individual using the Application.

2. **Account** – an individual User profile.
3. **Route** – GPS data recorded by the Application.
4. **Stop / Waypoint** – a point added by the User on a route.
5. **Folder** – a structure for organizing routes.
6. **Offline Maps** – map areas downloaded to the device.
7. **Subscription** – paid, automatically renewing access to premium features.
8. **Stripe** – a third-party payment processor handling Subscriptions.
9. **Supabase** – cloud database and hosting provider.
10. **GDPR** – the EU General Data Protection Regulation 2016/679.

### **III. TECHNICAL REQUIREMENTS**

1. The Application requires:
  - a) a device running Android 8.0+ or iOS 14.0+,
  - b) an active Internet connection (except when using offline maps),
  - c) enabled GPS location services,
  - d) granting required system permissions.
2. The Application works offline only after the User has downloaded offline maps and necessary local data.

### **IV. ACCOUNT REGISTRATION**

1. Creating an Account is required to use the Application fully.
2. Users may register by:
  - a) providing personal data (first name, last name, e-mail address, phone number, password), or
  - b) using Google Sign-In.
3. Passwords are stored in encrypted form and are not accessible to the Administrator.
4. The Administrator has no access to Google login credentials.

### **V. GOOGLE SIGN-IN**

1. Users may sign in using their Google account.

2. The Application receives only the data the User agrees to share, including:
  - e-mail address,
  - first and last name (if available),
  - Google account identifier.
  
3. Users may unlink their Google account at any time.

## **VI. APPLICATION FEATURES**

DriveMap allows Users to:

1. Record GPS routes in real time.
2. **Add stops/waypoints to routes.**
3. Save routes to the User's Account (Supabase cloud).
4. Create, edit, and delete folders.
5. Move routes between folders.
6. **Share routes via generated public links.**
7. **Download and use offline maps without an Internet connection.**
8. Access and manage route history.
9. Use premium features available through a Subscription.

## **VII. SUBSCRIPTIONS AND PAYMENTS**

1. The free version of the Application allows saving one route.
2. Full functionality requires an active Subscription.
3. All payments are processed exclusively through **Stripe**.
4. Stripe processes payment information in the form of secure tokens; the Administrator **does not receive full card numbers, CVV codes, or expiration dates.**
5. Subscriptions renew automatically on a monthly basis.
6. Users may cancel their Subscription through:
  - a) the in-app account panel (if available), or
  - b) by contacting the Administrator.

7. Payments already made for a Subscription period are non-refundable unless required by law.

## **VIII. RULES OF USE**

1. Users agree to use the Application in accordance with applicable law and these Terms.
2. Users are prohibited from:
  - a) attempting to breach the Application's security,
  - b) sharing login credentials with third parties,
  - c) using the Application in a manner inconsistent with its intended purpose,
  - d) operating the Application while driving in a manner that poses a safety risk.
3. Users are responsible for all data they enter into the Application (routes, stops, folders).

## **IX. LIMITATION OF LIABILITY**

1. The Administrator is not liable for:
  - inaccurate GPS data,
  - outdated or incomplete offline map data,
  - errors or outages of Stripe, Google, or Supabase,
  - loss of data caused by the User or the User's device,
  - consequences of using the Application in violation of traffic laws.
2. The Application is not a certified measurement tool and should not be used for professional measurement purposes.

## **X. ACCOUNT DELETION**

1. Users may delete their Account at any time.
2. Deleting an Account permanently removes all routes, folders, stops, and offline maps associated with it.

3. The Administrator may delete an Account in cases of severe violations of these Terms.

## **XI. COMPLAINTS**

1. Complaints may be submitted via e-mail to: **support@drivemap.eu**
2. The Administrator will respond within 14 business days.

## **XII. CHANGES TO THE TERMS OF SERVICE**

1. The Administrator may amend these Terms for important reasons, including legal, technical, or operational changes.
2. Users will be notified of changes at least 7 days before they take effect.
3. Continued use of the Application constitutes acceptance of the updated Terms.
4. In the event of discrepancies between language versions, the **English version** prevails.

## **XIII. FINAL PROVISIONS**

1. Any matters not expressly regulated in these Terms are governed by the applicable laws of the Republic of Poland, including:
  - a) the Civil Code,
  - b) the Act on Electronic Service Provision,
  - c) the Consumer Rights Act,
  - d) the GDPR.
2. The Administrator may modify, suspend, or discontinue the Application for reasons such as:
  - a) changes in law or technology,
  - b) the need to ensure security,
  - c) termination of cooperation with service providers (Stripe, Supabase, Google),
  - d) force majeure,

e) business decisions.

3. Users will be informed in advance if the Administrator decides to discontinue the Application, where reasonably possible.
4. If any provision of these Terms is deemed invalid, the remaining provisions remain in force.
5. These Terms are made available within the Application and, if applicable, on the Website, in a form that allows downloading and reproduction.
6. The English version of these Terms is the official and controlling version.
7. These Terms of Service enter into force on: **[20.12.2025]**.

## **DRIVEMAP – PRIVACY POLICY**

### **I. DATA CONTROLLER**

The data controller is:

**Marcin Kania**

ul. Klimczoka 44/2, 43-360 Bystra, Poland

e-mail: **support@drivemap.eu**

### **II. DATA PROCESSED**

1. Registration data (first name, last name, e-mail address, phone number).
2. GPS and route data.
3. Stops/waypoints added by the User.
4. Folder structure and route organization.
5. Offline map data.
6. Google Sign-In data.
7. Device information (IP address, device model, device identifier).
8. Stripe payment data (customer ID, subscription ID, payment tokens – **never full card numbers**).

### **III. PURPOSES OF PROCESSING**

Data is processed for:

- providing the Application's services,
- Account authentication and management,
- handling payments via Stripe,
- processing location data,
- improving Application performance,
- fulfilling legal obligations.

### **IV. DATA RETENTION**

1. Account data is stored until the User deletes the Account.
2. Routes and folders are stored until deleted by the User.
3. Payment-related data is stored for the period required by tax law.

### **V. DATA RECIPIENTS**

Data may be shared with:

- Stripe (payments),
- Supabase (database services),
- Google LLC (maps, login),
- technical and analytical service providers.

### **VI. USER RIGHTS**

Users have the right to:

- access their data,
- correct their data,
- delete their data,
- restrict processing,
- data portability,
- object to processing,

- withdraw consent for location data at any time.

## **VII. DATA SECURITY**

1. Data is secured using modern technical and organizational measures.
2. All communications are encrypted using SSL/TLS.
3. Stripe meets the **PCI DSS Level 1** security standard.

## **VIII. LANGUAGE VERSIONS**

1. The primary version of the Application and these Terms is **English (U.S.)**.
2. Other language versions may be automatically generated.
3. If discrepancies occur, the English version controls.

## **IX. CONTACT**

For any inquiries related to data protection:

support@drivemap.eu

## **X. FINAL PROVISIONS**

This Privacy Policy is part of the Terms of Service.

In matters not covered, applicable law applies.