

Terms and Conditions

TREEINSPIRED GMBH AND DOCKTI USERS SERVICE – TERMS AND CONDITIONS (“TERMS”) UPDATED MARCH 14, 2020

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING OUR MOBILE DEVICE SERVICE AND RELATED WEBSITE.

treeinspired GmbH, a Switzerland limited company with its principal offices in St.Gallen, Switzerland (“we” or “us”), provides you with the Dockti mobile device Service (the “App”) and related website (including the mobile-optimized versions of such website, the “Site”) under these Terms and Conditions (this “Agreement”). The App and the Site are referred to together as the “Service.” As used in these Terms and Conditions, ‘you’ or ‘users’ refers to individuals using the Service. By using the Service and/or by clicking the “I Agree” button, you unconditionally agree to follow and be bound by this Agreement and our [Privacy Policy](#). If you do not agree to be bound by and comply with all of the terms of this Agreement, you may not use our Service.

INTENDED USERS

The Service is available only to users who are at least 18 years old. Under no circumstances should the Service be used by children under 16 years of age, and we will not knowingly collect personal information from any person we know to be in this age group. If you are using the Service for the benefit of a child, please do not provide information relating to such child unless you have obtained the child’s parents’ or guardians’ consent, including their consent to our Privacy Policy. If you discover that your child has been using the Service without your consent, or that someone has been using the Service for or on behalf of your child without your consent, please contact us using the information below under “How to Contact Us,” and we will take reasonable steps to delete the child’s information from our active databases. You may not provide access to or use the Service or Content (as defined below) thereof for the benefit of third parties or make commercial use of the Service or related Content, but you may use the Service for your personal use subject to this Agreement. Use of and access to the Service is void where prohibited. By accessing and using the Service, you shall ensure that (a) any and all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) your use of the Service will comply with and does not violate any

applicable law, regulation, order or guideline and (d) you consent to receiving messages and promotional material offering in-Service purchases.

MODIFICATIONS OF THIS AGREEMENT

We reserve the right to update or modify this Agreement at any time. By continuing to use the Service after any such changes, you agree to follow and be bound by this Agreement as changed. For these reasons, we encourage you to periodically review this Agreement.

DISCLAIMERS

Your use of any aspect of the Service is at your own risk. You must consult with healthcare providers and make your medical decisions based on their advice.

If you use and/or access the Service on or from iOS device which you or someone else jail broke, treeinspired GmbH shall not be responsible for the security of your data, including your personal information, and you shall bear all responsibility for any breach, illegal access, loss and/or corruption of such data.

DOCKTI IS NOT PROVIDING ANY MEDICAL ADVICE OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER IN RESPECT OF THE SERVICE. INFORMATION REGARDING MEDICATIONS, HEALTH, MEDICAL ADVICE AND OTHERWISE MAY BE PROVIDED BY THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE. WE CANNOT ACCEPT ANY LIABILITY WHATSOEVER IN RESPECT OF ANY SUCH CONTENT WHICH IS PROVIDED BY THIRD PARTIES AND/OR ANY OTHER USERS OF THE SERVICE. ANY ACTIONS YOU TAKE BASED ON CONTENT, NOTIFICATIONS AND OTHERWISE PROVIDED BY THE SERVICE ARE TAKEN AT YOUR SOLE RISK. A. YOU SHOULD ALWAYS CHECK ANY INFORMATION PROVIDED THROUGH THE SERVICE TO ENSURE ITS ACCURACY

We will investigate suspected violations of this Agreement or illegal and inappropriate behavior through the Service. Please note that we will fully cooperate with any law enforcement investigation or court order ordering us or directing us to disclose the identity, behavior or activities of anyone believed to have violated this Agreement or to have engaged in illegal behavior.

Any suspension or termination of your account shall not affect your obligations to us under this Agreement (including but not limited to ownership and limitation of liability), including all those

obligations, which by their sense and context are intended to survive the suspension or termination of your account.

SUBSCRIPTION FOR DOCKTI SUBSCRIPTIONS AND OTHER SERVICES.

We may at our discretion offer various subscription services, including, without limitation, the Dockti subscriptions and you may choose to subscribe for the same. The following terms apply if you have downloaded a version of the App onto an Apple, Inc. device. Payment will be charged to iTunes Account at confirmation of purchase. Your subscription will automatically renew unless you turn off auto-renew at least 24 hours before the end of the then current period. Your account will be charged for renewal within 24-hours prior to the end of the then current period, at such amount at the renewal amounts indicated on Top-In-App Purchases page within the Apple App Store. You may manage your subscription and the auto-renewal may be turned off by going to your Account Settings after purchase. Any unused portion of a free trial period, if offered, will be forfeited when you purchase a subscription to that publication, where applicable.

TECHNOLOGY; SUPPORT

We do not warrant or guarantee that the Service will function with your mobile or computing device or be compatible with the hardware or software on any particular devices. Information will be transmitted over a medium that will be beyond our control and jurisdiction; multiple factors, including network availability, may affect alert or notification delivery or otherwise interfere with the operation of the Service.

Without limiting the foregoing, we, our licensors, and our suppliers make no representations or warranties about (1) the availability, accuracy, reliability, completeness, quality, performance, suitability or timeliness of the Service, Content, including software, text, graphics, links, or communications provided on or through the use of the Service; or (2) the satisfaction of any government regulations requiring disclosure of information on prescription drug products or other medical information, or the approval or compliance of any software tools with regard to the Service.

We have no obligation to provide technical support or maintenance for the Service.

Although we take reasonable measures to keep the Service free of viruses, worms, Trojan horses or other code that contain destructive properties, we do not warrant or guarantee that files available for downloading through the Service will be free of such contaminations.

USER'S RESPONSIBILITIES

If you submit any information to us through or related to the Service or send us any business information, feedback, idea, concept or invention to us by e-mail or chat service, you shall ensure that

such information is not confidential and that you have all necessary permission to submit or otherwise make available such information.

You further agree that:

- you will not reproduce, duplicate, copy, sell, resell, or exploit the Service, its Content, its software or any portion of any of the foregoing;
- you will not misuse the service in any sense such as e.g. commercial use, unreasonable personal use or any other usage of the service outside normal application;
- you will not use the Service for any purpose in violation of local, state, national or international laws;
- you will not solicit another person's password or personal information under false pretenses;
- you will not impersonate another person or entity or otherwise misrepresent your affiliation with a person or entity, and/or use or access another user's account or password without permission;
- you will not violate the legal rights of others, including defaming, abuse, stalking or threatening users;
- you will not infringe the intellectual property rights, privacy rights, or moral rights of any third party;
- you will not post or transmit any Content that is (or you reasonably believe or should reasonably believe to be) illegal, fraudulent, or unauthorized, or furthers such activity, or that involves (or you reasonably believe or should reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material;
- you will not publish falsehoods or misrepresentations, including with respect to any medical or health information; and
- you will not post or transmit any Content that is (or reasonably should be understood to be) libelous, defamatory, obscene, offensive (including material promoting or glorifying hate, violence, or bigotry or otherwise inappropriate to the community ethos of the Service).

You agree not to interfere or attempt to interfere with the proper working of the Service or to disrupt the operations or violate the security of the Service. Violations of system or network operation or security may result in civil or criminal liability. We will investigate possible occurrences of such violations, and we may involve and cooperate with law enforcement authorities in prosecuting anyone involved with such violations. You agree to comply with all user responsibilities and obligations as stated in this Agreement. Non-enforcement or our failure to act with respect to a breach by you or others of this Agreement does not constitute consent or waiver, and we reserve the right to enforce such term at our sole discretion. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Nothing contained in this Agreement shall

be construed to limit the actions or remedies available to us with respect to any prohibited activity or conduct.

LICENSE GRANT

We hereby grant to you a limited, non-exclusive, non-assignable, non-sublicensable license to access and use our Service, and any user guides, specifications or related documentation (the "Documentation"), subject to the terms and conditions of this Agreement. This license is only for your personal and non-commercial use and only for the term of this Agreement. To the extent not limited or restricted under any applicable law or regulation, you are granted permission to temporarily download one copy of the App for personal, non-commercial use only on each mobile device that you own or control. You may not distribute or make the App available for use by others on multiple devices simultaneously. Under this license, except as and only to the extent any of the following restrictions are prohibited by applicable law or any of the restricted activities are permitted by the licensing terms of any open-sourced components incorporated into the App, you may not:

- lend, rent, lease, sell, redistribute, assign, sublicense or otherwise transfer the App or the right to download or use the App;
- use the Service for any commercial purpose or for any commercial or non-commercial public display;
- copy, decompile, reverse engineer, disassemble, attempt to derive the source code of the App, any App updates, or any part of the
- App or updates, or attempt to do any of the foregoing;
- copy, modify or create derivative works of the Service, Documentation any Service or Documentation updates or any part
- of the Service, Documentation or updates;
- remove any copyright or other proprietary notices from the App, Documentation, part of the App or from the Site;
- transfer the Content or materials from the App or Site to anyone else or "mirror" the same on any server;
- circumvent, disable, or otherwise interfere with security-related features of the Service or features that prevent or restrict
- use or copying of any content;
- use any robot, spider, site search or retrieval Service, or any other manual or automatic device or process to retrieve, index,
- data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Service;
- harvest, collect or mine information about other users of the Service;
- post or transmit any virus, worm Trojan horse or other harmful or disruptive element; or

- violate any applicable law, rule or regulation.

If you violate any of these restrictions, this license will automatically terminate, and you may be subject to prosecution and damages.

OWNERSHIP

treeinspired GmbH and its licensors own the Site, Documentation and App, including any material or Content made available through the Service, including our proprietary algorithm, and all worldwide intellectual property rights in the foregoing. Except as expressly permitted herein, you may not copy, further develop, reproduce, re-publish, modify, alter download, post, broadcast, transmit or otherwise use any material made available in the Service. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Service. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in this Agreement grants you any right to use any trademark, service mark, logo, or trade name of ours or any third party.

APPLE, INC.

This provision only applies in respect of the version of the App used on devices of Apple, Inc. This Agreement is an agreement between you and us. Apple has no responsibility for the App or the content of the App, including in respect of claims of intellectual property infringement, product liability or that the App does not conform with applicable law. To the maximum extent permitted by applicable law, Apple provides no warranty in respect of the App and has no obligation to provide support in respect of the App. All claims in respect of the App must be directed to us and not to Apple. Your use of the App must be in compliance with the App Store Terms of Service, and you may only use the App on an iPhone or iPod that you own or control as permitted by such terms. In the event the App fails to conform to the warranty set forth herein, you may notify Apple, and Apple will refund the purchase price for the App to you. Apple shall be a third party beneficiary of this Agreement with the right to enforce this Agreement against you.

INFRINGEMENT

We accept no responsibility or liability for any material provided or posted by a user, at his sole discretion. We will make a reasonable effort to monitor and moderate the content posted by users for any obvious illegal content. If you believe that something appearing on the Service infringes your copyright, you may send us a notice requesting that it be removed, or access to it blocked. We suggest that you consult your legal advisor before filing a notice or counter-notice. Be aware that there can be substantial penalties for false claims. It is our policy to terminate the accounts of repeat infringers in appropriate circumstances.

EXPORT RESTRICTION

Except as authorized by U.S. and Switzerland law and the laws of the jurisdiction in which the Service was obtained or is used, you may not use, export or re-export the Service. Specifically, and without limiting the foregoing, the Service may not be exported or re-exported into any U.S. or Switzerland embargoed countries or to anyone on the U.S. Department of Commerce Denied Person's List or Entity List or the U.S. Treasury Department's list of Specially Designated Nationals. You represent and warrant that you are not on any such list or located in any such country and that you will not use the Service for any purposes prohibited by U.S. or other applicable law.

TERMINATION

This Agreement is effective until terminated by either you or us. You may terminate this Agreement at any time, provided that you discontinue any further use of the Service. If you violate this Agreement, our permission to you to use the Service automatically terminates. We may, in our sole discretion, terminate this Agreement and your access to any or all of the Service, at any time and for any reason, after notifying you, without penalty or liability to you or any third party. In the event of your breach of this Agreement, these actions are in addition to and not in lieu or limitation of any other right or remedy that may be available to us. Upon any termination of the Agreement by either you or us, you must promptly uninstall the App on all of your devices and destroy all materials downloaded or otherwise obtained from the Service, all Documentation, and all copies of such materials and Documentation. The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: Disclaimers, Ownership, Limitations on Liability, Choice of Law and Forum, Entire Agreement and Severability.

CHOICE OF LAW AND FORUM

This Agreement shall be governed in all respects under the laws of Switzerland, exclusive of its choice of law or conflict of law provisions. In any claim or action by you directly or indirectly arising under this Agreement or related to the Service, you irrevocably agree to submit to the exclusive jurisdiction of the courts located in St.Gallen, Switzerland.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you pertaining to the subject matter hereof. Anything contained in or delivered through the Service that is inconsistent with or conflicts with the terms of this Agreement is superseded by the terms of this Agreement. This Agreement may not be modified, in whole or in part, except as described elsewhere in this Agreement. This agreement may be superseded by any terms agreed between an individual and treeinspired GmbH.

SEVERABILITY

If any of the provisions of this Agreement are held to be not enforceable by a court or other tribunal of competent jurisdiction, then such provisions shall be amended, limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

ASSIGNABILITY

You agree that this Agreement and all incorporated agreements between you and us may be assigned by us, in our sole discretion to any third party

CONTACT INFORMATION

All notices to you relating to this Agreement shall be posted on the Service or sent to you at the e-mail address, if any, that you provided to us. All notices to us relating to this Agreement may be made by e-mail to info@treeinspired.com.

treeinspired GmbH
St.Gallen, Switzerland

Last updated: March 14, 2020.