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Acceptance of Agreement

For the purposes of this agreement, the terms 'we', 'us', 'our', 'app', 'Compendium' and '«Read»' refer to treeinspired GmbH. The terms 'You', 'User' and 'End-User' refer to You as a user of the mobile application or treeinspired.com website. You agree to the terms and conditions outlined in this Terms and Conditions Agreement ("Agreement") with respect to our mobile application (the "App"). This Agreement constitutes the entire and only agreement between us and You, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the App, the content, products or services provided by or through the App, and the subject matter of this Agreement. This Agreement may be amended at any time from time to time by us without specific notice to You. The latest Agreement will be posted on the App, and You should review this Agreement prior to using the App. By accessing the app, You agree to be bound by the terms of the latest Agreement posted.

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We reserve the right in our sole discretion to edit or delete any information or other content appearing on the App at any time without notice.

Submissions

If You send submissions or creative suggestions, ideas, notes, concepts, or other information (collectively, the "Submissions"), the Submissions shall be deemed, and shall remain, the property of treeinspired GmbH. None of the Submissions shall be subject to any obligation of confidence on the part of treeinspired GmbH, and treeinspired GmbH shall not be liable for any use or disclosure of any Submissions. You hereby represent and warrant that You have all necessary rights in and to the Submissions You provide and that all information they contain shall not infringe any proprietary or other rights of third parties, or contain any libelous, tortuous, or otherwise unlawful information. treeinspired GmbH does not endorse and has no control over the content of Submissions submitted by others to the App. Submissions submitted to the App are not necessarily reviewed by treeinspired GmbH prior to posting and do not necessarily reflect the opinions or policies of treeinspired GmbH. treeinspired GmbH makes no warranties, express or implied, as to the content of the Submissions on the App or the accuracy and reliability of any Submissions and other materials on the App. Nonetheless, treeinspired GmbH reserves the right to prevent You from contributing Submissions to the App and to edit, change and/or remove such Submissions for any reason whatsoever without prior notice. In the event You request the removal or modification of content submitted by You or another User which includes Personally Identifiable Information (PII), we will remove any such information upon request submitted via email.

Indemnification

You agreed to defend, indemnify and hold harmless treeinspired GmbH, its affiliates and their respective directors, officers, employees and agents (collectively, "Affiliated Parties") from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees and costs) arising out of or accruing from: (a) any material posted or otherwise provided by You that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (b) any misrepresentation made by You in connection with Your use of the App; (c) any non-compliance by You with the terms and conditions of this Agreement; and (d) claims regarding any liability, loss, claim and/or expense arising from or related to Your access and use of the App, including information obtained through the App.

In-App Auto-Renewable Subscriptions

- Free trial and subscription durations include access to all of «Read»'s data update for routine content updates.
- Any unused portion of a free trial period will be forfeited when you purchase a subscription.
- Payment will be charged to your iTunes Account at confirmation of purchase.
- Your subscription will automatically renew at the duration selected unless auto-renew is turned off at least 24 hours before the end of the current period.
- Your iTunes Account will be charged for renewal within 24 hours prior to the end of the current period. The cost of the renewal will be the subscription fee you have agreed to.
- Current subscription may not be canceled during the active subscription period; however, you can manage your subscription and/or turn off auto-renewal by visiting your iTunes Account Settings after purchase.

- If you choose not to renew your subscription, you will have access to the App but without routine content updates.

Links to Websites

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Miscellaneous

All disputes between You and treeinspired GmbH arising in connection with this Agreement shall be finally settled by binding arbitration administered by the Swiss Chamber's Arbitration Institutions under its Swiss rules of Arbitration. The arbitrator shall be an individual generally skilled in the legal and business aspects of the subject matter of this Agreement. The arbitrator shall have no authority to impose penalties or award punitive damages. The arbitration shall take place in Zurich, Switzerland, and the arbitrator shall apply the law of Switzerland and applicable rules of evidence. If all parties and the arbitrator agree, arbitration may take place by telephone or by written communication. Unless the arbitrator otherwise directs, the parties, their representatives, other participants, and the arbitrator shall hold the existence, content, and result of the arbitration in confidence. No action, regardless of form, related to the obligations of the parties under this Agreement may be brought by either party against the other more than one (1) year after the cause of action has accrued. In any proceeding to enforce this Agreement, the prevailing party will have the right, in addition to its other rights hereunder, to recover its reasonable litigation costs and reasonable attorneys' fees. Notwithstanding the foregoing, treeinspired GmbH may seek immediate injunctive relief in the event of Your infringement of intellectual property rights hereunder or a breach of Your confidentiality obligations. To the extent that anything in or associated with the App is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed either a waiver of such provision or a waiver of the right to enforce such provision.

Jurisdiction

Place of Jurisdiction is St.Gallen, Switzerland

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