# **TERMS OF USE**

### 1 Preamble \_

- 1.1 The service in question (hereinafter referred to as the "appli.dog app") is provided to you by appli.dog GmbH, FN 562144 h, Boschstraße 49/3, 1190 Vienna (the "appli.dog").
- 1.2 appli.dog may change the Terms of Use or delete or add parts of the Terms of Use at any time. The updated Terms of Use shall then be made available by appli.dog in their valid version at www.appli.dog.
- 1.3 Should changes to the Terms of Use or parts of the Terms of Use be unacceptable to you, your use of the appli.dog app must cease immediately. Continued use of the appli.dog app will result in full acceptance of the updated Terms of Use.
- 1.4 Inclusive communication is very important to appli.dog. Due to defined legal terms and in order to avoid ambiguity in this context, inclusive language cannot be fully implemented in all places in these Terms of Use.

#### 2 Scope of application \_

- 2.1 The appli.dog app offers you the opportunity to communicate easily with your dog trainers and to track the training success of your dogs.
- 2.2 By accepting these Terms of Use for the first time, appli.dog grants you the right to use the appli.dog app. This includes, but is not limited to, the following services, the use of which is made possible (hereinafter the "Account Functions"):
  - a) Online calendar;
  - b) Diary function and daily checks
  - c) Chat function with your dog trainers;

d) Receiving training documents from your dog trainers and returning training evaluations;

e) Other digital services related to dog training.

2.3 The account functions shall be provided by appli.dog on behalf of and under the responsibility of the respective dog trainers and may be extended or restricted by appli.dog at any time.

# 3 Logging in and registering\_

- 3.1 In order to use the app, you must accept these Terms of Use. This is done by clicking the "Accept Terms of Use" checkbox in the appli.dog app before registering for the first time.
- 3.2 Registration in the appli.dog app takes place by entering a valid e-mail address and a password of your own choice. Additional mandatory information may be required for the use of further functions. After registering in the appli.dog app, you can access your account and the account functions at any time by logging in with your access data - e-mail address and password.
- 3.3 The connection via the appli.dog app with your respective dog trainer is made by means of QR codes or numeric codes provided by the dog trainer. By entering or scanning this code, you connect with your dog trainer.
- 3.4 The appli.dog app may only be used by persons who have reached the age of 16.By registering, you confirm that you have reached the age of 16.

#### 4 Availability and use of the appli.dog app\_\_\_

- 4.1 In order to use the account functions properly, your end device must meet certain requirements. This must be ensured by you. appli.dog is not responsible for ensuring that the appli.dog app can be used on your end device.
- 4.2 All copyrights, trademark rights and other intellectual property rights to the appli.dog app and your account shall belong to appli.dog without restriction.

appli.dog grants you the free, non-transferable, non-exclusive licence, which may be revoked at any time, to use the appli.dog app and your account as well as the account functions for your own contractually and legally permissible purposes. Any other use, processing and exploitation, in particular of a commercial nature, is prohibited.

### 5 Data protection

- 5.1 appli.dog collects, processes and uses personal data to the extent necessary in accordance with the privacy policy. Further details on the use of your data and your rights in this regard can be found in the data protection declaration in the appli.dog app.
- 5.2 The responsible body and service provider is appli.dog. You can contact appli.dog at any time with any questions relating to data protection, for example by emailing datenschutz@appli.dog.

# 6 Liability \_\_\_\_\_

- 6.1 6appli.dog shall be liable to you in accordance with the applicable statutory provisions. However, liability for damage caused by slight negligence shall be excluded. This limitation of liability shall not apply to damage resulting from injury to life, physical integrity or health of persons and to claims under the Product Liability Act.
- 6.2 appli.dog shall not be liable for interruptions, delays or malfunctions that occur during the use of the appli.dog app.

# 7 Termination\_\_\_\_\_

7.1 These Terms of Use shall apply for as long as you use the appli.dog app and have it installed on your end device. You can delete your account in the appli.dog app at any time and uninstall the appli.dog app from your end device. 7.2 appli.dog may prohibit you from using the appli.dog app if you violate any obligations arising from these Terms of Use or engage in conduct that is harmful to appli.dog or its users or violates any legal provisions.

### 8 Copyright, trademark law\_\_\_\_\_

- 8.1 All rights (copyright, trademark and other protective rights) to the appli.dog app and the content, data and other elements found on the appli.dog app shall remain exclusively with appli.dog; any rights to content published at your request shall remain unaffected by this.
- 8.2 All logos, texts, images and other data on the appli.dog app are subject to copyright; the appli.dog logo and company name are protected by trademark law. Use of the appli.dog app does not entitle you to further commercial use of this information. Modification, further processing and use in media of any kind is not permitted.

Status: 07 November 2022