

# Terms and Conditions

Date: 09/12/2019

These terms and conditions outline the rules and regulations for the use of **Simplify Everything OG's** website.

**Simplify Everything OG** is located at:

*Kaiserweg 12, 6352 Ellmau, Österreich*

By accessing this website we assume you accept these terms and conditions in full. Do not continue to use **Simplify Everything OG's** website if you do not accept all of the terms and conditions stated on this page.

When signing up for a subscription or membership you agreed with these terms and conditions. (See 4. Subscriptions and Payment for further details)

## 1. Definitions

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. "Website" refers to a virtual presence of a business, individual or other actor created by Simplify Everything OG. Its purpose is to publish certain information that is generally visible to all Internet subscribers. "SimplifyBox" refers to the device (s) and also to the software, whether offline or online, provided by us to you. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing law of Austria. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

## 2. Cookies

We employ the use of cookies. By using Simplify Everything OG's website you consent to the use of cookies in accordance with Simplify Everything OG's [privacy policy](#).

Most of the modern day interactive websites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate / advertising partners may also use cookies.

## **3. Content and rights**

### **3.1 License**

Unless otherwise stated, Simplify Everything OG and/or its licensors own the intellectual property rights for all material on Simplify Everything OG. All intellectual property rights are reserved. You may view and/or print pages from <https://simplify-everything.com/> for your own personal use subject to restrictions set in these terms and conditions.

You must not:

1. Republish material from <https://simplify-everything.com/>
2. Sell, rent or sub-license material from <https://simplify-everything.com/>
3. Reproduce, duplicate or copy material from <https://simplify-everything.com/>
4. Redistribute content from Simplify Everything OG (unless content is specifically made for redistribution).

### **3.2 Hyperlinking to our Content**

1. The following organizations may link to our Web site without prior written approval:
  1. Government agencies;
  2. Search engines;
  3. News organizations;
  4. Online directory distributors when they list us in the directory may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses; and
  5. Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our website.
1. These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.
2. We may consider and approve in our sole discretion other link requests from the following types of organizations:

1. commonly-known consumer and/or business information sources such as Chambers of Commerce, American Automobile Association, AARP and Consumers Union;
  2. dot.com community sites;
  3. associations or other groups representing charities, including charity giving sites,
  4. online directory distributors;
  5. internet portals;
  6. accounting, law and consulting firms whose primary clients are businesses; and
  7. educational institutions and trade associations.
3. We will approve link requests from these organizations if we determine that: (a) the link would not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link); (b) the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of ; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.
  4. If you are among the organizations listed in paragraph 2 above and are interested in linking to our website, you must notify us by sending an e-mail. Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our Web site, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.
  5. Approved organizations may hyperlink to our Web site as follows:
    1. By use of our corporate name; or
    2. By use of the uniform resource locator (Web address) being linked to; or
    3. By use of any other description of our Web site or material being linked to that makes sense within the context and format of content on the linking party's site.
  6. No use of Simplify Everything OG's logo or other artwork will be allowed for linking absent a trademark license agreement.

### **3.3 Iframes**

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

### **3.4 Reservation of Rights**

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Web site. You agree to immediately remove all links to our Web site upon such request. We also reserve the right to amend these terms and conditions and its

linking policy at any time. By continuing to link to our Web site, you agree to be bound to and abide by these linking terms and conditions.

### **3.5 Removal of links from our website**

If you find any link on our Web site or any linked web site objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

### **3.6 Content Liability**

We shall have no responsibility or liability for any content appearing on your website and / or any Simplify Box rented by you. You agree to indemnify and defend us against all claims arising out of or based upon your website and / or Simplify Box(es). No link(s) may appear on any page on your website and / or Simplify Box(es), or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of any third party rights. You are solely responsible and liable for any content, copyrighted / trademarked or not, on your website and / or Simplify Box(es).

### **3.7 Buying the rights to the website**

We reserve the rights to the website created by us at any time and we can make changes without your approval. The rights to the website also remain ours after the termination of the subscription mentioned in paragraph **4. Subscription**. If you do wish to obtain the rights to the website you should send us a written request. Unless stated otherwise, the cost of buying the rights to the website made by us are:

- Within the 1st year €2000,-
- Within the 2nd year €1500,-
- Within or after the 3rd year €1000,-

## **4. Subscription and payment**

### **4.1 Websites**

#### **4.1.1 Contract**

A subscription is always a 12 month rolling contract (billed monthly or yearly) and will automatically be extended for another 12 months without further notice unless cancelled.

#### **4.1.2 Overages**

Every contract limits an account/site to 3000 monthly unique visitors. If your site uses more than 3000 unique visits per month, your site will continue to work, however every additional 1000 unique visitors are billed at €1.

#### **4.1.3 Termination of the subscription/contract**

Termination of the subscription can only be done by a written confirmation and must be done at least one month before the renewal date. We are entitled to bill the remaining period of months to your account if you decide to cancel before your 12 month contract is fully paid. Simplify Everything OG reserves the right to cancel your contract at any time, for any reason.

### **4.2 Simplify Box**

#### **4.2.1 Contract**

A subscription is always a 1 month rolling contract (billed monthly and in advance) and will automatically be extended by another month without further notice unless cancelled. Services included are the usage of our server and the usage of a Simplify Box with all extras included as described in **paragraph 4.2.3**.

#### **4.2.2 Termination of the subscription/contract**

Termination of the subscription can only be done by a written confirmation and must be done at least 1 month before the renewal date. Simplify Everything OG reserves the right to cancel your contract at any time, for any reason. When a subscription is terminated, you must return the functioning and undamaged Simplify Box with all the extras (as described in **paragraph 4.2.3**) in the original packaging to Simplify Everything OG.

#### **4.2.3 Usage of a Simplify Box(es)**

For the duration of a subscription you will receive a Simplify Box (or Boxes) including cables and SD Card in order to make use of our services. The Simplify Box(es) remain property of Simplify Everything OG unless otherwise stated. We reserve the rights to the Simplify Box(es) and we can make changes or reclaim it without your approval at any time. A Simplify Box is a Raspberry Pi, regardless of the version, that runs on our own Operating System, Simplify OS (described in **paragraph 4.2.4**), in order to show your content on your screen. To protect our property from damaging during transport or usage, we mount the Raspberry Pi in a protective case. Under no circumstances are you allowed to repurpose or redistribute the hardware provided, open the case, remove the SD Card from the Raspberry Pi or damage any of our property. Not respecting

these terms will result in a penalty of 500 (five hundred) Euro's to be paid to Simplify Everything OG.

#### **4.2.4 Simplify OS**

Simplify OS is the operating system (OS) that runs on the Raspberry Pi and is the intellectual property of Simplify Everything OG. Our intellectual property may in no case be altered, edited, copied reproduced, redistributed or repurposed for any reason without the prior written consent of Simplify Everything OG. Not respecting these terms will result in a penalty of 5000 (five thousand) Euro's to be paid to Simplify Everything OG.

#### **4.3 Invoice payment failure**

If your account can not be billed for the monthly or yearly subscriptions and/or you fail to pay your overage invoices (as outlined in 4.1.2 Overages) within 30 days, additional fees may be added and your contract may be terminated by Simplify Everything OG. This will result in all outstanding invoices becoming due.

### **5. Disclaimer**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

1. limit or exclude our or your liability for death or personal injury resulting from negligence;
2. limit or exclude our or your liability for fraud or fraudulent misrepresentation;
3. limit any of our or your liabilities in any way that is not permitted under applicable law; or
4. exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

These General Terms and Conditions come into force on 09 December 2019.