

Terms and Conditions

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Simplify Screen is a product of Simplify Everything OG.

These terms and conditions outline the rules and regulations for the use of **Simplify Everything OG's** website and / or any products / services bought from Simplify Everything OG

Simplify Everything OG is located and contactable at:

Kaiserweg 12, 6352 Ellmau, Österreich

info@simplify-everything.com

By using / accessing this website and / or related products / services 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 purchasing products or signing up for subscriptions / memberships you agreed to these terms and conditions. (See 4. Subscriptions and Payment for further details)

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1. Definitions

The following terminology applies to these Terms and Conditions and Privacy Statement as well as any or all Agreements: “Client”, “You” and “Your” refers to you, the person accessing this website or having purchased a subscription / product or subscriptions / products and accepting the Company’s terms and conditions. “The Company”, “Ourselves”, “We”, “Our” and “Us”, refers to Simplify Everything OG. “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. "Simplify Screen" 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 the 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, capitalization 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](#). In addition, if you are in possession of Simplify Screen(s) subscription(s), you also agree by accepting these terms and conditions, that we may place any cookies (first or third party) on your devices when you access Simplify Screen(s), or any page related to the use of Simplify Screen(s).

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's website. All intellectual property rights are reserved. You may view and/or print pages from <https://simplify-screen.com/> for your own personal use subject to restrictions set in these terms and conditions.

You must not:

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

3.2 Hyperlinking to our Content

- The following organizations may link to our website without prior written approval:
 - Government agencies;
 - Search engines;
 - News organizations;
 - Online directory distributors, when they list us in the directory, may link to our website in the same manner as they hyperlink to the websites of other listed businesses; and
 - Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our website.

- These organizations may link to our home page, to publications or to other website 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.
- We may consider and approve in our sole discretion other link requests from the following types of organizations:
 - commonly-known consumer and/or business information sources such as Chambers of Commerce, American Automobile Association, AARP and Consumers Union;
 - dot.com community sites;
 - associations or other groups representing charities, including charity giving sites,
 - online directory distributors;
 - internet portals;
 - accounting, law and consulting firms whose primary clients are businesses; and
 - educational institutions and trade associations.
- 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.
- 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 website, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.
- Approved organizations may hyperlink to our website as follows:
 - By use of our corporate name; or
 - By use of the uniform resource locator (Web address) being linked to; or

- By use of any other description of our website or material being linked to that makes sense within the context and format of content on the linking party's site.
- 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 website or use other techniques that alter in any way the visual presentation or appearance of our website.

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 website. You agree to immediately remove all links to our website 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 website, 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 website or any linked website 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 endeavor 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 uploaded by you, or appearing on your website(s) and / or any Simplify Screen(s). You agree to indemnify and defend us against all claims arising out of or based upon your content, website(s) and / or Simplify Screen(s). No link(s) or content (eg. media / text) may be uploaded or appear on any page on your website(s) and / or Simplify Screen(s), 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 or laws. You are solely responsible and liable for any content, copyrighted / trademarked or not, uploaded by you (or your users), or shown by your website(s) and / or your Simplify Screen(s). This includes content from external sources (eg. Instagram, YouTube, Google, iFrames, RSS feeds, CDN resources, and others). You further grant Simplify Everything OG a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, and display your user content for the purposes of providing our services.

3.7 Account Security

You must provide us with accurate and complete information at the time of registration. Failure to do so may violate these terms and conditions, which may result in the cancellation of your account. You can update, change, or delete the information in your account at any time. It is your responsibility to manage your account and keep it safe. If you believe the security of your account or password is compromised, please contact us immediately.

4. Subscriptions and payment

4.1 Simplify Screen(s)

4.1.1 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 canceled in accordance with **paragraph 4.1.2**. Services included are the usage of the Simplify Screen App (**paragraph 4.1.4**) and the usage of the Simplify Screen(s) as described in **paragraph 4.1.3**.

4.1.2 Cancellation of the subscription/contract

Cancellation of the subscription can only be done by written confirmation or within your account 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.

4.1.3 Usage of Simplify Screen(s)

For the duration of a subscription, you will receive access to Simplify Screen settings in order to make use of our services. The settings and features provided to you are "as is" and subject to change at any time. An active internet connection and compatible devices (eg. Smart TV, Amazon Fire device, Android TV, etc.) are required to make use of Simplify Screen(s). You are solely responsible for acquiring any services, legal documentation, or devices, at your own cost, that may be needed to use Simplify Screen(s). In addition to **paragraph 3.6**, you agree that by using Simplify Screen(s), you have obtained all necessary rights for any media / text or other content, and are legally allowed to show all content publicly.

4.1.4 Simplify Screen Apps

Simplify Screen Apps can refer to the player used to display your Simplify Screen on a TV or other compatible device, as well as the mobile apps used to control the Simplify

Screen settings. They are 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) euros to be paid to Simplify Everything OG.

4.2 Invoice payment failure

If your account can not be billed for the active or current subscription(s) within 30 days, additional fees may be added and your contract may be canceled by Simplify Everything OG. This will result in all outstanding invoices becoming immediately due.

5. Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties, and conditions relating to our website or services and products (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).

Simplify Everything OG is not liable to the maximum legal framework for indirect, special, incidental, consequential, or penalty damages, or a loss in profits or revenue, incurred directly or indirectly, or loss of data, or good-will, or use, or any other intangible losses, resulting from (a) your use of, or impossibility to access or use the products / services; (b) any third party behavior or content of the products, including no limitation, any behavior of reinforcing or illegal behavior of other users or third parties; or (c) unauthorized access, use, or modification of your content. In no event will our liability exceed one hundred euros (€100).

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.

6. Indemnity

You agree to indemnify Simplify Everything OG and its officers, directors, employees, and representatives from any claims, lawsuits, procedures, disputes, claims, liabilities, damages, losses, costs, and expenses, including without limitation, reasonable legal and accounting fees, including costs of defending third-party claims, lawsuits, or actions / proceedings, in any way related to (i) your access to or use of our website / products / services, (ii) your user content, or (iii) your violation of any of the following criteria are subject to these terms.

7. Governing Law and Jurisdiction

Austrian law shall be applicable for all legal relations of the parties. The court of jurisdiction is situated in Innsbruck, Austria.

8. Notification of Changes

Simplify Everything OG reserves the right to change these terms and conditions from time to time at its own discretion. When changes are made to these terms and conditions, you will be notified by e-mail, or in your account. If changes are made to these terms, your continued use of the website / products / services indicates that you agree to the terms as published.

These General Terms and Conditions come into force on 04 January 2021.