

## Terms of use for the SEMYOU store

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Thank you for choosing SEMYOU and the SEMYOU store. The SEMYOU store is a component of the SEMYOU Cloud Office service and is an internet-based service. By using the SEMYOU store, you accept the contractual conditions and agree to the transferring of certain information as described in the terms of use.

### [Access to the SEMYOU store](#)

If you are at least 18 years of age (and/or have reached the minimum age for closing contracts within your country), then you are authorized to use the SEMYOU store within the country of your SEMYOU account. This means the country assigned to the SEMYOU account which you used to register with the SEMYOU store. It is possible that the SEMYOU store is not accessible for you outside of this country. Due to the fact that internet access is required to use the SEMYOU store, charges may apply in connection to this access when using the SEMYOU store to acquire Apps or to run Apps on your PC.

### [App offer within the SEMYOU store](#)

The SEMYOU store contains Apps which are provided by SEMYOU. All of the APPS available are developed by SEMYOU and are governed by the data protection guidelines, standards and security guidelines of SEMYOU.

### [APP updates](#)

For every APP, free updates are offered by SEMYOU which do not need to be additionally installed. The APP version available is always the most up-to-date. During the duration of your subscription, we are constantly working on the newest versions.

### [APP rights / License rights](#)

All Apps, available through the SEMYOU store, are licensed and not purchased. In most cases, the license includes the App rights of use for the booked time period. All APPS are licensed to SEMYOU and not to third parties. The licenses along with the corresponding status and duration can be viewed and edited within the SEMYOU administration console. The duration of the license varies depending on the offer within the SEMYOU store but is generally 1 month.

## Charges for SEMYOU Apps

The price, displayed for the licenses of the Apps available within the SEMYOU store, does not include taxes unless otherwise stated. You, therefore, have to pay required taxes and/or the taxes we withhold. Every time you purchase the license for an App which was processed through the SEMYOU store or for another service in connection with the SEMYOU store, you authorize us to deduct the amount using the method of payment you have chosen, including third parties such as payment processing options. The debiting of an account can take place at any time from the moment of purchase to up to seven days after. You can assign your credit card, PayPal or another method of payment as the preferred method of payment within your invoicing account. You must be authorized to use the method of payment and all of the information connected with the method of payment must be up-to-date. You can call up and edit the invoicing account information at any time using the SEMYOU store. The calculation of exchange rates is based on your agreement with your provider for the selected method of payment.

## Incorrect debiting

You will receive an email with your purchase confirmation and a separate invoice which is available within the SEMYOU administration console for invoice and account management. It is your responsibility to print out a copy or save copies of the online statement for your files. A copy in paper form can be requested within 120 days from the date of the statement. However, charges may apply for the sending of the copy. If there is an error on your invoice on our part and we are aware of the error, it can be changed by us at any time and you will then be invoiced the correct amount. If you notice the error within 120 days of the date of the statement, we will immediately inspect the matter and correct the amount when we can confirm the error. If we are not informed of the error within 120 days, then the error no longer has to be corrected by us.

## No further use for a purchased APP

Due to the fact that the services start immediately once an App has been purchased from the SEMYOU store, you do not have the right to cancel the purchase after the App has been purchased. This means that there is no cancellation right and no qualifying period for using the SEMYOU store, and all of the fees for Apps cannot be refunded. One exception is explained as follows. You do not have any rights to a “qualifying period” unless this deviates from the legal contract required in your region. You must contact **SEMYOU customer support** to check your rights to a refund. If refunding is legitimate and you demand it, then the amount is credited to the corresponding method of payment linked to the account.

## Deactivating Apps through SEMYOU

Certain Apps or content which is offered within the SEMYOU store can be edited or discontinued at any time and for any reason. In some cases, this happens due to legal or contractual requirements. In the event that your safety is at risk or legal requirements demand it, you may not be able to execute Apps or access their content which you previously acquired and/or for which you purchased a license.

If we independently, meaning without your request, deactivate a purchased App, it is possible that the amount you were charged for the license will be refunded. If the SEMYOU store changes or no longer offers an App or content, your information may be deleted or you may not be able to call up the saved information. We are not liable for the retrieving of your information. If registering information or other information which has an expiration date is saved then the information may also be deleted on the corresponding date.

## Can SEMYOU change the SEMYOU store or my access to it?

The SEMYOU Store can be changed at any time and for any reason, and, in the case of a breach of contract access to the store can be hindered or suspended. If your SEMYOU store service account or your register information has been cancelled by us, your rights of use to the SEMYOU store have been immediately removed. You are, however, still required to settle all open amounts up to then using this account.

## Changes to these terms of use through SEMYOU

The date on which these terms were last updated is displayed above in the current version of the terms. Please read through the terms of use before every new purchase within the SEMYOU store. With every attempt to use an App you confirm that you are in agreement with the current terms. Regularly check the version date found in the terms, to ensure that you have read the newest version of the conditions. It is possible that we will, from time to time, have to request that you click a button or another type of indicator in order to accept an updated contract along with the changes made (even though changes to these terms are still binding without this step). If you do not agree with these changes, then your access to the SEMYOU store will be denied.

## Warranties and legal remedy

**You acknowledge that computer and telecommunication systems are not without error and downtimes may occur so that using the SEMYOU store under certain circumstances is not without interruptions, may not always run in real time, or run safely and without error and that a loss of data may occur. In this case, SEMYOU is neither responsible nor liable.**

## LICENSE TERMS FOR SEMYOU APPS

### SEMYOU STORE

The license terms represent a contract between you and SEMYOU. Please read them. They are valid for the application of software which you use from the SEMYOU store.

BY USING THE APPLICATION OR BY THE ATTEMPT TO USE, YOU THUS ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, THEN YOU ARE NOT ALLOWED TO USE THE APPLICATION.

Within this contract, the “application provider” (here SEMYOU) relates to the entity who issued the application license found in the SEMYOU store to you.

1. **RIGHT OF USE, EXPIRATION.** You are authorized unlimited use to the application (APP) during your active subscription phase. This right expires and the application is deactivated as soon as the subscription for your license expires, or is cancelled.
  
2. **INTERNET BASED SERVICE.**
  - a. **Approval for internet based services or wireless services.** A connection with computer systems is created by the application via the internet, whereas a wireless network can also be used. By using the application, you agree to the transferring of standard device information (including, but not limited to technical information pertaining to your device, system and application software and peripheral devices) for internet based or wireless services.
  
  - b. **Abuse of internet based services.** You are not authorized to use an internet based service in such a manner as to damage the service or to influence the use of the service or the wireless network by another person. The service can, under no circumstances, be used to attempt to gain unauthorized access to a service, to information, to an account or to a network.
  
3. **LICENSE SCOPE OF VALIDITY.** The application is licensed and not purchased. With this contract, you are only receiving several user rights for the application. All other rights are reserved for the application provider. Insofar as you are not given extensive rights due to valid law, despite this limitation, you are only authorized to use the application in the manner described within the contract. You are not authorized for the following:
  - Circumventing the technical restrictions of the application.
  - Reverse engineering, decompiling or disassembling the application unless (and only when) it is expressly allowed by the applicable right notwithstanding this limitation.
  - Publishing the application or otherwise providing the application so that others may copy it.
  - Renting, leasing or lending out of the application.



4. **DOCUMENTATION.** The application documentation can only be copied and used for internal reference purposes.
  
5. **ENTIRE CONTRACT.** This contract, all of the applicable data protection conditions as well as the conditions for expansions and updates make up the entire contract between you and SEMYOU.
  
6. **APPLICABLE LAW.**
  1. **Federal Republic of Germany. The law of the Federal Republic of Germany (European Union) is applicable without giving effect to any principles of conflicts of law. For all other claims, including claims based on breaches of consumer protection laws, unfair competition laws and in tort the laws of the region in which you live are valid.**
  
7. **LEGAL VALIDITY.** This contract describes specific legal rights. It is possible that you have further reaching rights according to the laws of your country. This contract does not change your rights which are granted to you by your region as far as the laws of your region do not allow this.
  
8. **EXCLUSION OF GUARANTEES. The application is licensed „as is“, „without a guarantee to be without error“ and „as available“. With usage, you bare the exploitation of risks. The application provider, its own name, SEMYOU and our related companies, salespeople, representatives and suppliers do not explicitly promise any warranties, guarantees or assurances in respect to the application. It is possible that you possess, under local applicable law, additional consumer rights which cannot be changed by this contract. Within the scope permitted by law, SEMYOU excludes the implied warranties of merchantability, suitability for a certain purpose and the non-violation of third party rights.**
  
9. **RESTRICTION AND EXCLUSION OF DAMAGE COMPENSATION. You can only claim compensation for direct damages up to the sales price for the application or up to the amount of 1 US dollar, depending on which is higher, from the application provider within the scope of applicable law. You cannot claim compensation for other damages from the application provider including consequential damages, damages for the loss of profits, as well as specific, indirect or incidental damages.**

**These restrictions are valid for the following:**

- **all elements in connection with the application or services offered through the application and**
- **claims from breach of contract, guarantee or warranty violations, strict liability, negligence or other unlawful acts allowed within the scope of applicable law.**

**These are even valid, when**

- **repair, replacement or the application sales price refund does not fully compensate for the loss or**
- **the application provider was not aware or should have known of the possibility for damage.**