

Last updated: Jan 23th, 2019

TERMS AND CONDITIONS

These Terms and Conditions ("Terms", "Terms and Conditions", "Terms of Service") govern your relationship with the Scedule website and Scedule desktop and mobile applications (the "Service") operated by Scedule UG ("us", "we", or "our").

Please read these Terms and Conditions carefully before using our website and Scedule mobile application.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

FREE TRIAL

Scedule UG may, at its sole discretion, offer a subscription with a free trial for a limited period of time ("Free Trial").

You may be required to enter your billing information in order to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by Scedule UG until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, Scedule UG reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

SUBSCRIPTIONS

Scedule UG may, at its sole discretion, offer a Subscription, which will be billed in advance on a recurring and periodic basis ("Billing Cycle") as long as your license is not covered by a business or enterprise account. Billing cycles are set either on a monthly, quarterly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription. A valid payment method, including credit card or PayPal, is required to process the payment for your Subscription. You or your company shall

provide Scedule UG with accurate and complete billing information including full name, address, state, zip code, telephone number and a valid payment method information. By submitting such payment information, you automatically authorize Scedule UG to charge all Subscription fees and transaction costs incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Scedule UG will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Scedule UG cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Scedule UG customer support team.

FEE CHANGES

Scedule UG, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Scedule UG will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

REFUNDS

Except when required by law, paid Subscription fees are non-refundable.

ACCOUNTS

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

COMMUNICATIONS

We may use your Personal Information to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may

opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send, or by sending an opt-out request to info@scedule.com.

We may use your Personal Information as well as the name and logo of the company you work for, for marketing purposes.

INTELLECTUAL PROPERTY

The Service and its original content, features and functionality are and will remain the exclusive property of Scedule UG and its licensors. The Service is protected by copyright, trademark, and other laws of both the Germany and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Scedule UG.

LINKS TO OTHER WEB SITES

Our Service may contain links to third-party web sites or services that are not owned or controlled by Scedule UG.

Scedule UG has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Scedule UG shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

TERMINATION

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service and contact info@scedule.com if you want us to delete your data from our systems.

LIMITATION OF LIABILITY

In no event shall Scedule UG, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

DISCLAIMER

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Scedule UG its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of Germany without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

CHANGES

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

CONTACT US

If you have any questions about these Terms, please contact us: info@scedule.com