

Terms of Service and Privacy Policy

Last updated December 04, 2017

This End User License Agreement (the 'Agreement') is between you (the user) and the owner of the application called 'Euro Australian Dollar Rate' (the 'App') and governs your use of before-mentioned application made available for use on smartphones and other electronic devices.

This Agreement governs your use of the App including any updates to, or supplements or replacements for, the App, unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply. To use the App, you must accept this Agreement, so please read it carefully.

1 LICENSE TO USE THE APP

1.1 We grant you a limited, non-exclusive, non-transferable, revocable license to use the App for your personal, non-commercial purposes. You may only use the App on a device that you own or control and that is permitted by any applicable usage rules applied by your device's manufacturer or by the marketplace at which we have made the App available. Any use of the App in any other manner, including, without limitation, resale, transfer, modification or distribution of the App or text, pictures, music, video, data and other content associated with the App is prohibited.

1.2 We own the intellectual property rights of the App. Your right to such intellectual property right is limited to what is expressly stated in this Agreement.

1.3 This Agreement is concluded only between you and us and not with your device's manufacturer or by the marketplace at which we have made the App available. Subject to the terms of this Agreement, we are responsible for the App and the content thereof, and not such third parties.

2 ACCEPTABLE USE

2.1 You must not use the App in any way that causes, or may cause, damage to the App or impairment of the availability or accessibility of the App; or in any way which is unlawful, illegal, fraudulent or harmful (including any manner that harasses, abuses, stalks, threatens, defames or otherwise infringes or violates the rights of any other party).

2.2 You must not use the App to copy, store, host, transmit, send, use, publish or distribute any content which consists of (or is linked to) spyware, computer virus, trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

2.3 You must not conduct any systematic or automated data collection activities (including, without limitation, scraping, data mining, data extraction, data harvesting and data traffic sniffing) on or in relation to the App.

3 YOUR DATA

4 PREMIUM SERVICES

4.1 You may subscribe to premium services made available by us from time to time, subject to any applicable fees (the 'Premium Services'). The Premium Services enhances the App by adding additional features not made generally available in the standard version of the App. Any Premium Services subscribed and paid for shall be considered a part of the App, as referred to in this Agreement. In addition, the following terms will apply.

4.2 You acknowledge and agree that we may at any time:

(a) remove features from the Premium Services, without any right for you to receive a refund of fees paid for such Premium Services, unless fundamental features have been removed without replacement of other comparable features;

(b) add new features that are considered Premium Services, that may or may not be subject to additional fees, if you choose to subscribe for such new features;

(c) change existing Premium Services, that may or may not be subject to additional fees (if you choose to subscribe for such new features), and that do not qualify for any refund, unless fundamental features have been removed without replacement of other comparable features.

4.3 Your right to any Premium Service you have subscribed and paid for is limited to the platform and edition of the App for which you have added the Premium Service. It does therefore not include other editions of the App or other applications made available by us or any other party on this or other platforms.

5 PRIVACY

5.1 Information we collect from you

5.1.1 When using the App, we may collect, store and use the following kinds of personal information about you:

(a) information about the device from which you access the App (such as device identifier, IP address, operating system and version);

(b) technical information about the App you have installed (such as version);

(c) information provided by you upon registration or subsequent preferences made by you in the App (such as language); and

(d) any other information that you choose to send to us or store in the App.

5.2 Our use of your personal information

5.2.1 We may use your personal information to:

- (a) administer the App;
- (b) improve your experience by personalizing the App based upon your use of the App;
- (c) enable your use of the services available on the App and supply to you the services purchased or requested via the App;
- (d) collect payments from you, process payments you make via the App, refund such payments and deal with complaints and queries relating to such payments and refunds;
- (e) send you email notifications which you have specifically requested;
- (f) deal with inquiries and complaints made by or about you relating to the App;
- (g) keep the App secure and prevent fraud; and
- (h) verify compliance with this Agreement

5.3 Disclosures

5.3.1 We may disclose your personal information to any of our employees, agents, suppliers or subcontractors and to any member of our company insofar as reasonably necessary for the purposes set out above.

5.3.2 In addition, we may disclose your personal information:

- (a) to the extent that we are required to do so by any applicable law;
- (b) in connection with any on-going or prospective legal proceedings;
- (c) in order to establish, exercise or defend our legal rights;
- (d) to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

5.4 International data transfers

Information which you provide may be transferred to countries (including the United States) which do not have data protection laws equivalent to those in force in the European Economic Area. This is limited to the meta data however and does not include, for example, private data added to the App via the custom schedules option.

5.5 Your rights

5.5.1 You may instruct us to provide you with the personal information we hold about you. Provision of such information will be free of charge once a year, and then subject to a fee.

5.5.2 You may instruct us not to process your personal information for marketing purposes.

5.5.3 You may instruct us to correct or update any incorrect or outdated personal information that we hold about you.

6 COOKIES

This App does not use cookies or require cookies at the moment.

7 LIMITED WARRANTIES

7.1 We do not commit to ensuring that the App remains available or that the content on the App is kept up to date.

7.2 The App is provided 'as is' and you use the App at your own risk. To the fullest extent allowable under applicable law, we disclaim all warranties and conditions, whether express or implied, including any warranties or conditions that the App is merchantable, of satisfactory quality, reliable, accurate, fit for a particular purpose or need, non-infringing or free of defects or errors or able to operate on an uninterrupted basis, or that the use of the application by you is in compliance with laws applicable or that information transmitted in connection with the App will be successfully, accurately or securely transmitted.

7.3 In the event of any failure of the App to conform to any applicable warranty, you may notify the marketplace from which you have downloaded the App (such as Google), and, if applicable, it will refund the purchase price (if any) for the App to you and, to the maximum extent permitted by applicable law, it will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.

8 NO LIABILITY

8.1 To the fullest extent allowable under applicable law, in no event shall we be liable to you with respect to use of the App; and be liable to you for any direct, indirect, special, incidental, consequential, or exemplary damages, including, without limitation, damages for loss of goodwill, lost profits, loss, theft or corruption of user information, the inability to use the App or device failure or malfunction.

8.2 Your sole remedy is to cease use of the App. To the fullest extent allowable under applicable law, in no event (but subject to the maximum extent permitted by applicable law) shall the aggregate liability of us, whether in contract, tort (including negligence), strict liability or other theory, arising out of or relating to the use of or inability to use the App exceed the

compensation you have paid, if any, to us for access to or use of the App.

9 INDEMNITY

9.1 At our request, you agree to defend, indemnify, and hold harmless us, and our employees, contractors, officers, and directors from any and all claims, damages, costs, penalties and expenses (including attorney's fees) that arise from your use or misuse of the App, violation of this Agreement or violation of any rights of a third party.

9.2 We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will co-operate in asserting any available defences. In the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property right, we, not the marketplace at which you have downloaded the App, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

10 LIMITING YOUR ACCESS TO THE APP

10.1 If we believe that you breach this Agreement in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the App, prohibiting you from accessing the App, and/or bringing court proceedings against you.

11 CHANGES

11.1 We reserve the right to change or modify this Agreement or any other policies referred to herein related to use of the App at any time and at our sole discretion by posting revisions on our website or in the App. Continued use of the App following the posting of these changes or modifications will constitute acceptance of such changes or modifications.

12 ASSIGNMENT

12.1 We may transfer, sub-contract or otherwise deal with our rights and/or obligations under this Agreement without notifying you or obtaining your consent.

12.2 You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under this Agreement.

13 SEVERABILITY

13.1 If a provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful

and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

14 LAW AND JURISDICTION

14.1 This Agreement will be governed by and construed in accordance with German law, and any disputes relating to this Agreement will be subject to the exclusive jurisdiction of the courts of Germany.

15 CONTACT US

15.1 The full name of the current owner of the application called 'Euro Australian Dollar Rate' is Dr. Ulrich Fromme

15.2 Our registered postal address is Hasenstrasse 42, 31137 Hildesheim, Germany.

15.3 You can contact us by e-mail to info.Ontimetech@gmail.com.