

General Terms and Conditions (ENGLISH)

Last updated: December 08, 2024

Please read these General Terms and Conditions carefully before using our service.

Interpretation and definitions

Interpretation

The words of which the initial letter is capitalized have meanings that are defined under the following conditions. The following definitions have the same meaning regardless of whether they appear in the singular or the plural.

Definitions

For the purposes of these General Terms and Conditions:

Application Store means the digital distribution service operated and developed by Apple Inc. (Apple App Store)

Account means a unique account created for you to access our Service or parts of our Service.

Country refers to: Switzerland

Company (referred to in this Agreement as "the Company", "We", "Us" or "Our") refers to MyParty GmbH, Hofstrasse 14, 6416 Steinerberg.

Content refers to content such as text, images or other information that may be posted, uploaded, linked or otherwise made available by you, regardless of the form of that content.

Device means any device that can access the Service, such as a computer, cell phone or digital tablet.

Feedback means feedback, innovations or suggestions sent by you regarding the features, performance or functions of our Service.

Service refers to the application or the website or both.

Terms and Conditions (also referred to as "Terms") means these Terms and Conditions which constitute the entire agreement between you and the Company in relation to the use of the Service.

Third Party Social Media Service means any service or content (including data, information, products or services) provided by a third party that may be displayed, included or made available by the Service.

Website refers to the MyParty website, accessible at <https://www.myparty.software>

You mean the person accessing or using the Service or the company or other legal entity on whose behalf that person may be accessing or using the Service.

Recognition

If you purchase the Software from Apple's App Store, [Apple's EULA](#) applies, except for the points listed in these GTC, which are described in more detail.

These are the terms and conditions for the use of the Service and the agreement between you and the Company. These Terms and Conditions set out the rights and obligations of all users in relation to the use of the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions 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 and Conditions. If you disagree with any part of these Terms and Conditions, you may not access the Service.

You declare that you are over 13 years of age. The Company does not permit persons under the age of 13 to use the Service.

Your access to and use of the Service is also subject to your acceptance of and compliance with the Company's Privacy Policy. Our Privacy Policy describes our policies and procedures regarding the collection, use and disclosure of your personal information when you use the Service and tells you about your privacy rights and how the law protects you. Please read our Privacy Policy carefully before using our Service.

User accounts

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

You are responsible for safeguarding the password you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party social media service.

You agree not to disclose your password to any third party. You must notify us immediately if you become aware of any security breach or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to the rights of a person or entity other than you without proper authorization, or a name that is otherwise offensive, vulgar or obscene.

Contents

Your right to publish content

Our Service allows you to publish content. You are responsible for the content you post on the Service, including its legality, reliability and appropriateness.

By posting Content to the Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce and distribute such Content on and through the Service. You retain all of your rights in all Content that you submit, post or display on or through the Service, and you are responsible for protecting those rights. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

You represent and warrant that: (I) the Content belongs to you (you own it) or you have the right to use it and to grant us the rights and licenses as provided in these Terms, and (II) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Content restrictions

The Company is not responsible for the content of users of the Service. You expressly understand and agree that you are solely responsible for the Content and for all activities that occur under your account, whether conducted by you or by any third party using your account.

You may not submit any content that is unlawful, offensive, disturbing, disgusting, threatening, defamatory, obscene or otherwise objectionable. Examples of such offensive content include, but are not limited to, the following:

- Unlawful or promotion of unlawful activities.

- Defamatory, discriminatory or mean-spirited content, including references or comments about religion, race, sexual orientation, gender, national/ethnic origin or other targeted groups.
- Spam, machine or randomly generated, unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation or any form of lottery or gambling.
- Content that contains or installs viruses, worms, malware, Trojan horses or other content designed to disrupt, damage or restrict the functioning of software, hardware or telecommunications equipment or to damage or gain unauthorized access to third-party data or other information.
- Infringement of third party proprietary rights, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonate any person or entity, including the Company and its employees or agents.
- Violation of the privacy of a third person.
- Incorrect information and functions.

The Company reserves the right, but not the obligation, to determine in its sole discretion whether Content is appropriate and complies with these Terms, to reject or remove such Content. The Company further reserves the right to make formatting and editing changes and to change the nature and type of Content. The Company may also restrict or revoke your use of the Service if you post such objectionable content. Because Company cannot control all Content posted to the Service by users and/or third parties, you agree to use the Service at your own risk. You understand that by using the Service, you may be exposed to Content that you may find offensive, indecent, inaccurate or objectionable, and you agree that under no circumstances will the Company be liable for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of your use of any Content.

Content backups

Although regular backups of content are carried out, the company does not guarantee that no data will be lost or damaged.

Damaged or invalid backup points can be caused without limitation by content that is damaged before the backup or that changes during the time a backup is performed.

The Company will assist and attempt to correct any known or discovered problems that may affect the backup of Content. However, you acknowledge that the Company has no

liability in connection with the integrity of any Content or failure to successfully restore any Content to a usable state.

Copyright policy

Infringement of intellectual property

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property right of any person.

If you are a copyright owner or are authorized to act on behalf of a copyright owner and believe that the copyrighted work has been copied in a way that constitutes copyright infringement that occurred through the Service, you must provide your notice in writing to our copyright agent by email at info@myparty.software and include in your notice a detailed description of the alleged infringement.

You may be liable for damages (including costs and attorneys' fees) if you falsely claim that any content infringes your copyright.

DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification under the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for more details):

- An electronic or physical signature of the person authorized to act on behalf of the copyright owner.
- A description of the copyrighted work that you claim has been infringed, including the URL (i.e., website address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that you claim is infringing is located.
- Your address, telephone number and e-mail address.
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You may contact our Copyright Agent by email at info@myparty.software. Upon receipt of a notification, Company will take any action it deems appropriate in its sole discretion, including removal of the challenged content from the Service.

Intellectual property

The Service and its original content (excluding Content provided by you or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark and other laws of both this country 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 the Company.

Your feedback to us

You assign all right, title and interest in any Feedback you provide to Company. If such assignment is ineffective for any reason, you agree to grant Company a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify and exploit such Feedback without restriction.

Termination

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

Your right to use the service expires immediately upon termination. If you wish to cancel your account, you can do so via the account settings.

Limitation of liability

Notwithstanding any damages you may incur, the entire liability of the Company and that of its suppliers under any provision of these Terms and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you through the Service, or CHF 100 if you have not purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect or consequential damages (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy, loss of data or other information) arising out of or in any way connected with the use or inability to use the Service, arising out of or in any way connected with the use of or inability to use

the Service, third party software and/or third party hardware used with the Service, or otherwise in connection with any provision of these Terms), even if Company or a Supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or the limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In such states, each party's liability shall be limited to the fullest extent permitted by law.

Disclaimer "AS IS" and "AS AVAILABLE"

The Service is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the fullest extent permissible pursuant to applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise from course of dealing, course of performance, usage or trade practice. Without limiting the foregoing, the Company makes no warranty or commitment and gives no assurance that the Service will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards, be error-free, or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor the Company's provider makes any representation or warranty of any kind, express or implied: (I) as to the operation or availability of the Service or the information, content and materials or products included therein; (II) that the Service will be uninterrupted or error-free; (III) as to the accuracy, reliability or timeliness of any information or content provided through the Service; or (IV) that the Service, its servers, the content or emails sent from or on behalf of the Company are free of viruses, scripts, Trojan horses, worms, malware, time bombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on a consumer's applicable statutory rights, so some or all of the above exclusions and limitations may not apply to you. In such a case, the exclusions and limitations set forth in this section will apply to the maximum extent enforceable under applicable law.

For users of the European Union (EU)

If you are a consumer in the European Union, you benefit from all the binding provisions of the law of the country in which you are resident.

Provisions of the United States federal government for end use

If you are a U.S. Federal Government end user, our Service is a "Commercial Item" as that term is defined in 48 C.F.R. §2.101.

Compliance with the legal requirements of the United States

You represent and warrant that (I) you are not located in a country that is subject to a United States Government embargo or that has been designated by the United States Government as a "terrorist supporting" country, and (II) you are not listed on any United States Government list of prohibited or restricted parties.

Separability and Waiver

Separability

If any provision of these Terms is found to be unenforceable or invalid, that provision will be modified and interpreted to accomplish the objectives of that provision, consistent with applicable law and to the maximum extent possible. The remaining provisions shall remain in full force and effect.

Waiver

Except as provided herein, the failure to exercise any right or demand performance of any obligation under these Terms shall not affect the ability of any party to exercise such right or demand such performance at any time thereafter, nor shall the waiver of any breach constitute a waiver of any subsequent breach.

Current law; dispute resolution

By using our Service, you agree that all matters relating to your access or use, including all disputes, will be governed by the laws of Switzerland without regard to its conflict of law provisions. You consent to the personal jurisdiction and venue of the state and federal courts located in the Canton of Schwyz, Switzerland, and waive all objections to such jurisdiction or venue. If you have any concerns or disputes about the Service, you agree to first attempt to resolve the dispute informally by contacting the Company.

Translation interpretation

These Terms and Conditions may have been translated if we have made them available to you through our Service. You agree that the original German text shall prevail in the event of a dispute.

Changes to these General Terms and Conditions

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will use reasonable efforts to notify you at least 30 days prior to the effective date of any new terms. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after these revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, in whole or in part, please discontinue use of the Website and the Service.

Get in touch with us

If you have any questions about these General Terms and Conditions, please contact us:

E-mail: info@myparty.software

By visiting this page on our website: <https://www.myparty.software/contact>