

Terms of use Gaiali App

1. Scope of the Terms of Use

The Gaiali App (Gaiali) is a mobile app offered by Gaiali GmbH, Kleine Präsidentenstraße 1, 10178 Berlin, Germany (Gaiali GmbH) through an app store.

These terms of use apply to Gaiali. These Terms of Use shall apply exclusively; no other terms and conditions shall become part of the contract, even if we do not expressly object to them.

The currently valid terms of use can also be accessed and printed out at <https://gaiali.com/>.

2. Use and scope of services of Gaiali

Gaiali is an app that allows users to expand and improve their general knowledge. Users can listen to audio stories with Gaiali. These audio stories are about 10 minutes long and cover many different topics, such as art, history, music and literature. The audio stories are supported with further information, e.g. with pictures, short summaries or topic profiles. In addition, Gaiali offers the possibility of testing the knowledge acquired from the audio stories by means of various quizzes. For this purpose, the user can answer questions and has to choose the correct answer from four different ones. The audio stories can be saved in a library to make them easier to find again later.

The scope of the provision of Gaiali and the possibilities of use ("scope of use") depend on which service package is selected in each case. A distinction is made between free registration (see Section 3) and a paid subscription (see Section 4). The scope of use is limited in time to the term of the free registration or the paid subscription.

The user is granted the non-exclusive, non-transferable and non-sublicensable right to use Gaiali within the selected scope of use in accordance with these terms of use.

The use of the app requires the possession of a suitable smartphone. Please find out whether the hardware and software you are using allows you to use Gaiali. Additional terms and conditions of use or general terms and conditions may apply to the user on the part of the smartphone provider.

The performance descriptions as well as our statements and explanations on advertising materials, websites as well as in documentation are to be understood exclusively as descriptions of the quality and not as a guarantee or assurance of a property.

3. Free registration

In order to use Gaiali, registration is required. In principle, persons over the age of 18 are entitled to register. Underage users may only register if they are at least 14 years old and their legal representatives have given their consent. Gaiali GmbH is entitled to make the use of the services dependent on suitable proof of identity, the age of majority or the consent of the legal representatives.

Registration with Gaiali is free of charge. There is no obligation to subscribe for a paid subscription. With the registration, a contract is concluded with Gaiali GmbH for a limited, free use of Gaiali. The costs for mobile internet use are based on the rate of the provider used.

The free use of Gaiali includes only a limited amount of audio stories. A few more audio stories will become available at regular intervals.

An email address and a password of your choice can be used for registration. The registration is possible after downloading the app.

4. Conclusion of a contract for a paid subscription

In order to be able to use the services of Gaiali to the full extent, a paid subscription can be taken out after registration.

The paid subscription offers access to all existing audio stories in addition to the scope of use covered by a free registration. The access to the respective services is valid as long as the subscription exists.

Two variants are available for the paid subscription:

- the Gaiali Plus annual subscription;
- the Gaiali Plus monthly subscription;

a. iOS

The contract for a paid subscription can be concluded via our iOS app. To do this, the desired option must be selected within the app, whereupon a pop-up appears. The user must enter his password for the third-party app store here. A pop-up then appears in which the purchase of the subscription must be confirmed once again. The purchase process can also be cancelled here. A confirmation of receipt should then be sent by the third-party app store.

Payment is made through Apple's in-app purchase process.

b. Google Play Store

The contract for a paid subscription can be concluded via the app in the google Play Store. The user must be logged in with his Google account. Then the user must select the desired subscription option within the app. The user selects a payment method and then must also tap the appropriate button to subscribe.

Under the paid subscription plan, the term will automatically renew at the end of the applicable subscription term unless the paid subscription is cancelled at least 24 hours prior to the end of the term.

5. Revocation of a paid subscription and termination during the trial period

A Gaiali Plus annual subscription can be cancelled free of charge within 14 days of conclusion.

The revocation only applies to the conclusion of new contracts. Revocation is not possible for contract extensions.

a. iOS

Revocation can be exercised by following the steps below:

1. Access the Apple support page via the following link: <https://reportaproblem.apple.com/>;
2. Enter your Apple ID and password;
3. Selection of the following options:

What can we help you with? → Request a refund and tell us more... → Right of Withdrawal.

1. The subscriptions that are still within the 14-day cancellation period are then displayed. Here you have to select the Gaiali app and confirm your selection by clicking the “send” button.

A Gaiali Plus monthly subscription can also be cancelled during the 7-day trial period by following these steps:

1. Open the Settings app;
2. Click on the name (at the top) – underneath it says (Apple ID, iCloud, Media & Purchases);
3. Selection of “Subscriptions”;
4. Selection of “Gaiali Plus”;
5. Select “Cancel subscription”.

Further instructions on how to cancel a subscription can be found at the following link: <https://support.apple.com/en-us/HT202039>

b. Google Play Store

1. Open a mobile browser, such as Chrome, and type play.google.com in the address bar.
2. Tap the three-dash menu Account Previous Purchases.
3. Select Request a refund or Report a problem in the order.
4. Fill out the form and indicate that a refund is desired.
5. After that, the message "Thank you for your message" is displayed. The user will then receive an email informing them whether the refund will be granted.

Further instructions on how to cancel a subscription can be found at the following link: https://support.google.com/googleplay/answer/7205930?visit_id=637635063326019524-3834372928&rd=1&co=GENIE.Platform%3DAndroid&oco=1&hl=en.

If the 7-day trial period has already been exceeded but the 14-day revocation period has not yet been reached, the statutory right of revocation as described above shall continue to apply.

6. Term and termination

The free registration is valid from the time of registration according to para. 3. of these terms of use for an unlimited period.

The contract for a paid subscription is valid for at least the duration of the originally selected term and is automatically renewed if it is not cancelled at least 24 hours before the end of this time. The subscription term shall be extended in accordance with the subscription model previously used. Cancellation can be done through the iTunes preferences. Cancellation of the paid subscription will take effect on the day following the last day of the subscription period. After that, Gaiali is again usable to the extent of the free registration.

7. Right of set-off and right of retention

The right to set-off exists only for such claims that are undisputed or legally established. Users may only exercise a right of retention insofar as it is based on the same contractual relationship.

8. Unauthorised use

It is prohibited to perform or promote actions that serve or are suitable to impair the functionality and/or integrity of the app, in particular to overload, interfere with, interrupt or change it, as well as to perform actions that enable or promote reverse engineering or decompiling of data or functions. The User is prohibited from using viruses or other programs containing malware in connection with the Software.

9. Warranty

Your warranty claims in the event of defects shall be governed by the statutory provisions.

10. Operation and availability

The user is aware that, despite the greatest care and diligence, program errors and system-immanent malfunctions cannot be ruled out with certainty according to the current state of the art. In particular, maintenance, security or capacity issues as well as events beyond the control of Gaiali GmbH (such as disruptions to public communication networks, power failures, force majeure, etc.) may lead to a loss of use. It is also not possible to use software or services that detect every existing malware (virus, malware etc.). Therefore, even with a properly running system, no 100% availability of a service can be guaranteed. The hardware, software and technical infrastructure used by the user can also have an influence on our services. Insofar as such circumstances have an influence on the availability or functionality of the service provided, this has no effect on the contractual conformity of the services provided.

Gaiali GmbH endeavours to keep the app accessible at all times, but makes no guarantees or warranties in this regard. There is no claim to constant availability, reliability, functionality or suitability of the app for the user's purposes.

11. Property Rights of Gaiali GmbH

Trademarks, domains, names and licenses of Gaiali GmbH are protected by intellectual property rights and copyright laws. The user is prohibited from distributing and/or publicly reproducing these or other contents and information of Gaiali GmbH or the app (in particular user data, texts, logos, images, diagrams, graphics, evaluation results, etc.) or transferring them to external systems and/or databases, unless this distribution and public reproduction is intended within the scope of the intended use of the app.

12. Responsibility of Gaiali

Gaiali GmbH shall be liable for damages in cases of intent or gross negligence based on a

breach of duty by Gaiali GmbH, one of its representatives or its vicarious agents, as well as in cases of negligent injury to life, limb or health in accordance with the statutory provisions. Otherwise, liability shall only exist in accordance with the Product Liability Act, due to the culpable breach of essential contractual obligations (cardinal obligations) or insofar as a defect was fraudulently concealed or a guarantee for the quality was assumed. The claim for damages for the culpable violation of essential contractual obligations is, however, limited to the foreseeable damage typical for the contract, unless another of the cases listed in sentence 1 or sentence 2 is given at the same time. Insofar as liability is excluded or limited, this shall also apply to the personal liability of the shareholders, employees, representatives and vicarious agents of Gaiali GmbH.

13. Alternative dispute resolution

The European Commission provides an online platform for out-of-court dispute resolution. You can reach the dispute resolution platform under the following link: <https://ec.europa.eu/consumers/odr>.

In the event of a disagreement about our contract, we will endeavour to resolve it amicably with you. Furthermore, we are not obliged to participate in any dispute resolution procedure and do not participate in any dispute resolution procedure before a consumer arbitration board.

14. Final provisions

Contracts concluded under these General Terms and Conditions shall be governed by German law to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG, "UN Sales Convention"). This choice of law shall not affect mandatory consumer protection provisions of the country in which you have your habitual residence.

Should any of these provisions be or become invalid, this shall not affect the validity of the remaining provisions.

Gaiali may amend and/or update these Terms & Conditions with effect for the future if this is necessary for technical, economic or legal reasons.

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