

200+ WINE GRAPES APP

End User License Agreement

BY USING “200+ WINE GRAPES” YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT. DO NOT INSTALL OR USE THIS SOFTWARE IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS.

This end user license agreement (the “**Agreement**”) regarding the service “200+ Wine Grapes” (the “**Service**”) and the software used for providing the Service (the “**Software**”) is concluded between Studio Strumenti AB, reg. no. 556920-7243, a company duly organized and existing under the laws of Sweden (“**Studio Strumenti**”) and you (the “**End User**”).

1. License and Limitations. The End User is granted a limited, non-exclusive, non-transferable, non-assignable, revocable right to use the Software on one (1) account (“account” shall for the purposes of this Agreement mean the account, ID or the equivalent of any of these that is needed to use Apple or Google services on any smartphone or tablet) for a limited amount of time. This Agreement and the terms provided for herein are supplemented by any and all terms and conditions specified in any applicable terms for the Apple App Store or Google Play depending on which operating system the End User is using. In case of any discrepancy between any of the aforementioned terms of service and this Agreement, this Agreement shall prevail.

2. Intellectual Property and Other Rights. Studio Strumenti reserves and retains any and all intellectual property rights and other rights including title to and interest in the Service, the Software and all information – including but not limited to texts, photographs, images and audio clips – presented to the End User through the Service and the Software (the “**Content**”). The End User is only entitled to use the Service, the Software and the Content for its own personal use and acknowledges and agrees that the End User is not allowed to change, modify or copy the Software or the Content (or any part thereof) in any way. Further, the End User is restricted from reverse engineering, decompiling, disassembling, adapting, changing, renting, leasing or selling the Service, the Software and/or the Content or creating any new software, service and/or content or any other derivative work based on the Service, the Software and/or the Content (or any part thereof). The End User may not use the Service, the Software or the Content in the capacity of service provider, software provider, information provider or otherwise for commercial purposes of any kind.

3. Amendments. Studio Strumenti reserves the rights to make changes and updates in the Software and the Content and the End User hereby acknowledges and accepts Studio Strumenti’s rights to make such updates and changes without prior notice to the End User.

4. No Warranties. The Service and the Software as well as the Content are provided by Studio Strumenti to the End User “as is” and without any undertakings in regard to support. Studio Strumenti makes no warranties or representations of any kind, whether expressed or implied, in relation to the Service, the Software or the Content.

Studio Strumenti does not warrant or guarantee that the End User will be able to use the Service or Software without interruptions or errors and reserves the right to close down the Service at any time without noticing the End User.

Any and all information supplied by the End User to Studio Strumenti is supplied by the End User at the End User’s own risk. Studio Strumenti disclaims any and all liability towards the End User if such information is lost or in any way altered.

5. Liability. Neither Studio Strumenti nor its directors, employees, subsidiaries or agents assume any liability for any costs, losses, expenses or damages of any kind (whether direct or indirect and whether foreseeable or not) and shall under no circumstances be held liable towards, or obligated to pay any amount to the End User (regardless of whether the claim derives from the use of the Service or Software by the End User, alleged incorrectness in any of the Content or the fact that the Service has not been available for use).

6. Personal Data. The End User hereby acknowledges and consents to that Studio Strumenti, in connection with the use of the Service, collects and stores personal data regarding the End User’s username, email address and telephone number as set out in Studio Strumenti’s privacy policy.

Visitors

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Postal

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352 51 Växjö

E-mail

anders.hytt@studiostrumenti.se

Org.nummer

556920-7243

Telephone

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7. Mobile Network Costs. The End User is aware that the use of the Service requires use of the mobile network which may result in charges from the End User's mobile operator or any other third parties. Studio Strumenti assumes no liability whatsoever for any fees that the End User may be charged by a third party in connection with the use of the Service.

8. Term and Termination. The End User's right to use the Service, the Software and the Content is limited in time according to the conditions agreed upon between the parties when the End User first acquired its right to use the Service. The Agreement shall expire automatically with immediate effect in case (i) the End User does not pay any relevant charges for the Service; or (ii) Studio Strumenti does not agree to extend the term of the Agreement in connection with the expiry of any applicable term of payment for the Service.

Studio Strumenti reserves the right to terminate this Agreement and withdraw the right for the End User to use the Service, the Software and/or the Content with immediate effect and without any prior notice to the End User if (i) the End User does not comply, or if Studio Strumenti has reasonable reason to believe that the End User does not comply, with the terms set out in this Agreement, (ii) the End User does not provide or revokes the End User's consent for Studio Strumenti to process personal data as set out in Studio Strumenti's privacy policy or does not provide or deletes any personal data which is necessary for Studio Strumenti's provision of the Service or (iii) any claim from a third party is brought against Studio Strumenti in connection with the End User's use, or Studio Strumenti's supply, of the Service and/or the Software and/or the Content. Studio Strumenti shall not have any liability in relation to the End User or to any third party should Studio Strumenti exercise its right to terminate this Agreement.

Upon expiration or termination of this Agreement, the End User shall immediately cease any and all use of the Service, the Software and the Content.

9. Notices. Studio Strumenti may contact the End User and send notifications regarding the Service through the email address that the End User has registered in the Service. Such notices from Studio Strumenti to the End User shall become effective immediately.

10. Law and Dispute Resolution. This Agreement shall be governed by the substantive laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by the district court of Växjö, Sweden, in first instance.

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