TERMS AND CONDITIONS AGREEMENT

Last updated March 01, 2020

Thank you for choosing to be part of our community.

By downloading UniU from the Apple AppStore, and any update thereto (as permitted by this License Agreement), You indicate that You agree to be bound by all of the terms and conditions of this License Agreement, and that You accept this License Agreement.

The parties of this License Agreement acknowledge that Apple is not a Party to this License Agreement and is not bound by any provisions or obligations with regard to the Application, such as warranty, liability, maintenance and support thereof. UniU, not Apple, is solely responsible for the licensed Application and the content thereof.

This License Agreement may not provide for usage rules for the Application that are in conflict with the latest App Store Terms of Service. UniU acknowledges that it had the opportunity to review said terms and this License Agreement is not conflicting with them.

All rights not expressly granted to You are reserved.

A copy of this agreement is provided at: www.uniu.it/terms_conditions

1. THE APPLICATION

UniU is a piece of software created to allow users to manage their university career efficiently.

UniU is not an official app of universities, some data within the app may be corrupted or incorrect, rely solely and exclusively on the official services offered by your university. Any report for corrupt or incorrect data will be appreciated in order to improve our service more and more.

2. WARRANTY

2.1 Licensor warrants that the Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download. Licensor warrants that the Application works as described in the user documentation.

- 2.2 No warranty is provided for the Application that is not executable on the device, that has been unauthorizedly modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, regardless if by Yourself or by third parties, or if there are any other reasons that may affect the executability of the Application.
- 2.3 You are required to inspect the Application immediately after installing it and notify UniU about issues discovered without delay by e-mail provided in Contact Information. The defect report will be taken into consideration and further investigated.
- 2.4 In the event of any failure of the Application to conform to any applicable warranty, You may notify the App-Store-Operator, and Your Application purchase price will be refunded to You. To the maximum extent permitted by applicable law, the App-Store-Operator will have no other warranty obligation whatsoever with respect to the App, and any other losses, claims, damages, liabilities, expenses and costs attributable to any negligence to adhere to any warranty.
- 2.5 If the user is an entrepreneur, any claim based on faults expires after a statutory period of limitation amounting to twelve (12) months after the Application was made available to the user. The statutory periods of limitation given by law apply for users who are consumers.

3. PRODUCT CLAIMS

UniU and the End-User acknowledge that UniU, and not Apple, is responsible for addressing any claims of the End-User or any third party relating to the licensed Application or the End-User's possession and/or use of that licensed Application, including, but not limited to:

- (i) product liability claims;
- (ii) any claim that the licensed Application fails to conform to any applicable legal or regulatory requirement; and
- (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with Your Licensed Application's use of the HealthKit and HomeKit.

4. CONTACT INFORMATION

For general inquiries, complaints, questions or claims concerning the licensed Application, please contact uniu.app@gmail.com or visit www.uniu.it

5. TERMINATION

The license is valid until terminated by UniU or by You. Your rights under this license will terminate automatically and without notice from UniU if You fail to adhere to any term(s) of this license. Upon License termination, You shall stop all use of the Application, and destroy all copies, full or partial, of the Application.

6. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY

UniU represents and warrants that UniU will comply with applicable third-party terms of agreement when using licensed Application.

In Accordance with Section 9 of the "Instructions for Minimum Terms of Developer's End-User License Agreement," Apple and Apple's subsidiaries shall be third-party beneficiaries of this End User License Agreement and - upon Your acceptance of the terms and conditions of this license agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this End User License Agreement against You as a third-party beneficiary thereof.

7. INTELLECTUAL PROPERTY RIGHTS

UniU and the End-User acknowledge that, in the event of any third-party claim that the licensed Application or the End-User's possession and use of that licensed Application infringes on the third party's intellectual property rights, UniU, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge or any such intellectual property infringement claims.

8. NO MAINTENANCE OR SUPPORT

- 8.1 UniU is not obligated, expressed or implied, to provide any maintenance, technical or other support for the Application.
- 8.2 UniU and the End-User acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the licensed Application.

9. MISCELLANEOUS

- 9.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.
- 9.2 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.

10. PRIVACY POLICY

For more information about the Privacy & Policy visit the following link: www.uniu.it/privacy_policy