



## Terms of Use Agreement

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### Terms of Use Agreement

This Terms of Use Agreement ("Agreement") constitutes a legally binding agreement made between you, whether personally or on behalf of an entity ("User" or "you") and Gatherin ("Company," "we," "us," or "our"), concerning your access to and use of the Gatherin mobile application ("App").

#### 1. Acceptance of Terms

By downloading, installing, or using the Gatherin App, you agree to be bound by the terms and conditions set forth in this Agreement. If you do not agree to these terms, you must not use the App.

#### 2. Use License

- a. Permission is granted to download and install the Gatherin App on a single Apple-branded device owned or controlled by you and to use it for personal, non-commercial purposes.
- b. You may not modify, reproduce, distribute, or create derivative works based upon the App.
- c. You may not transfer the App from one device to another.

#### 3. Privacy Policy

Your use of the App is also governed by our Privacy Policy. By using the App, you consent to the terms of our Privacy Policy.

#### 4. User Accounts

- a. In order to access certain features of the App, you may be required to create a user account. You agree to provide accurate, current, and complete information during the registration process.
- b. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

#### 5. Intellectual Property Rights

- a. The App and its original content, features, and functionality are and will remain the exclusive property of Gatherin.
  - b. You may not use our trademarks, service marks, trade names, logos, or any other proprietary designations without our prior written consent.
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### **6. Termination**

We may terminate or suspend your access to the App immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the terms of this Agreement.

### **7. Disclaimer of Warranties**

The App is provided on an "as-is" and "as-available" basis, without any warranties of any kind, express or implied. We do not warrant that the App will be error-free or uninterrupted.

### **8. Limitation of Liability**

In no event shall Gatherin, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages.

### **9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of law provisions.

### **10. Changes to Terms**

We reserve the right, at our sole discretion, to modify or replace these Terms of Use at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our App after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you must stop using the App.

### **11. Contact Us**

If you have any questions about this Agreement, please contact us at [\[gatherin.application@gmail.com\]](mailto:gatherin.application@gmail.com).

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