TERMS OF USE FOR GNU WEB (www.gnuuu.com)

1) General

The operator responsible for this website is GNU GmbH (see >>Legal notice<<).
The contents of this website are available to use free of charge. They are intended exclusively for the purpose of informing the visitor. No contracts or transactions are concluded as result of visits to this website or use of the online facilities it provides, particularly not between GNU GmbH (GNU) and visitors to the site.

2) Liability for content

GNU can be held liable for the contents of this website only in accordance with the following provisions.

According to the provisions of sections 13, 15 and 16 of the E-Commerce Act (E-Commerce-Gesetz = ECG), GNU, as the service provider, is not obliged to monitor transmitted or stored information or to investigate circumstances that are indicative of illegal activity. Obligations to remove or block the use of information in accordance with general statutory provisions remain unaffected. This notwithstanding, liability shall only be deemed to exist where there is knowledge of a concrete infringement. If unlawful content comes to light, GNU will remove this or remedy the unlawful situation without delay.

In light of the technical characteristics and properties of the internet, any liability for the authenticity, accuracy and completeness of the information made available on this website has been excluded. GNU assumes no liability or guarantee for the availability or operation of this website and its contents. The liability of GNU for direct or indirect damages, consequential damages, lost profits or other disadvantages arising from use of this website or from the non-availability of data and information on this website, regardless of the causes, is excluded to the extent that is legally permissible.

3) Liability for links

This site contains links to external third-party websites over whose contents GNU has no influence. Pursuant to the provisions of section 17 of the E-Commerce Act (ECG), GNU is not responsible for this third party content. Responsibility for content of linked sites rests solely with the respective providers or operators of these sites. GNU has checked linked sites for possible legal violations at the time of linking. GNU did not identify any illegal content. Ongoing monitoring of the content of linked third-party websites is not possible and cannot reasonably be expected to take place without concrete evidence of infringements. If GNU becomes aware of such infringements, it will remove the relevant links without delay.

4) Copyright and other legally protected content

The entire contents of this website (texts, trademarks, company names, graphics, logos, button icons, images, audio clips, digital downloads, data collection etc.) are the property of GNU, except in cases where GNU has been awarded power of disposal over content by the respective owner. The rights of GNU are protected by the applicable laws on intellectual property, including by the Austrian and European trademark and copyright laws.

All rights to the website, its content and parts thereof, especially rights resulting from its use (e.g. name, brand and trademark rights and other intellectual property rights) remain with GNU.

Hyperlinks to this website are generally permitted and welcomed. However, integration of the content of this website in external frames is not allowed, as is the provision of the GNU RSS feed on external websites.

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TERMS OF USE FOR THE GNU APPLICATION (APP)

1) Welcome to GNU

The GNU app (GNU) is an ad-free smartphone tool (app, application) developed by GNU (GNU GmbH, see >> Legal notice <<) and is primarily intended for the intelligent, digitally assisted coordination of mutually agreeable event times among two or more users via smartphone.

In its basic version (GNUfree), GNU is free of charge.

GNU offers an easy and effective way (with a few clicks) to agree times for joint events with other GNU users. With GNU, you can quickly and easily agree on suitable times for private or business events - regardless of whether there are 2 participants or 200.

You can download GNU for free via Google Play (Android version) or the Apple App Store (iOS version).

GNU was developed by GNU GmbH (see ==> >> Legal notice <<), which is also the provider of the GNU app. More information about GNU can be found on the website www.gnuuu.com.

In the following, we will notify you of the requirements for using GNU, explain its key functions and give you an overview of your rights and obligations.

2) How does GNU work?

GNU uses the functionality of the electronic calendar on your smartphone and interacts with it to instantly suggest suitable times. After confirmation, the final time is documented and saved by being entered in the calendars of all participants. It is also linked with the individually adjustable functions of the app (e.g. the reminder function).

In order to use GNU to agree a time, you will need the installed GNU app, the electronic calendar on your smartphone and, of course, the smartphone itself.

You specify only the name, nature, participants, time and location of the desired event. GNU does everything else. GNU identifies common gaps (TimeSlots) in participants' calendars and generates suggested times, which are then confirmed simply with a click. The event is arranged just like that.

GNU is an ad-free "freemium" app. The basic version (GNUfree) can be downloaded and used for free. It will soon be possible to subscribe to innovative bonus features at a low cost (GNUpremium).

GNU is currently available in two languages: German and English.

The language selection is determined by the language setting on your smartphone. If you have selected German as your smartphone language, German will be your GNU language too. If you have selected another language, English will be your default GNU language. We plan to implement other language versions as required.

3) What are the (technical) requirements for using GNU?

Your web-enabled smartphone and its operating system provide the requisite hardware and software - you simply need to download and set up the app from GNU. GNU is available for the operating systems Android (from 4.1) and iOS (from 7.0). Versions for other operating systems are currently being prepared.

Simply download GNU via your app store (Google Play, Apple App Store) and set it up on your smartphone. You will require your Google or Apple user account to do this. Links for downloading GNU can be found on the website www.gnuuu.com. Setup is complete once the GNU app has been downloaded, installed and activated on your smartphone.

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Before you can use GNU for the first time, you must register on the ==> GNU homepage by entering your mobile phone number and the GNU name with which other users will identify you. You can use your real name or a pseudonym, such as a nickname.

Once you have registered, you will receive a text (SMS) message with a 6-digit code (validation PIN) that should be entered in the box provided on the ==> GNU homepage. Tapping the >> Validate<< button will activate GNU on your smartphone.

You can then obtain more information (for example, a tutorial/informational video) and adjust your settings (for example, the calendars to which you wish to block access). Once you have done this, you will be fully equipped to enjoy the full functionality of the app.

Once you have set up GNU on your smartphone, you can agree times with those of your contacts who have also installed GNU.

Event invitations, status information and software updates will be communicated to you via push notifications, so long as you have agreed to the (optional) sending of such notifications.

Naturally, it is only possible to use GNU on your smartphone if you allow access to your **calendar** and your **contacts**. This is because GNU compares the gaps (TimeSlots) in your smartphone calendar with the details of the invitations issued to you and the TimeSlots of other participants, then uses this information to generate suggested times and display them to all participants. You can accept or decline the suggestions. Accepted times are then sent to the participating parties, a final time agreed upon and the shared event created. If several times are under consideration, the inviting party chooses the most suitable one.

GNU does not transmit any other data from your calendar or contacts. Under no circumstances does it transmit other types of data from your smartphone.

More information on the data required to use GNU, and how it is used, can be found under Legal >> << ==> Data protection.

The use of your GNU account is restricted to one end device (smartphone) at a time. Simultaneous use of the account on several devices is not technically possible.

GNU is constantly being expanded and improved. Updates will be provided via your app store as for other apps. To ensure that you always have access to the full functionality of the app, and to guarantee fault-free functioning, we recommend that you keep GNU up to date.

4) Your rights and obligations

When you press the >> Validate << button to activate GNU on your smartphone, you confirm your acceptance of these Terms of Use for the GNU app. After validating your smartphone, you will receive a text (SMS) message confirming your registration, your acceptance of the Terms of Use and a link to read and download the Terms of Use (as a PDF file).

Improper use of GNU is not allowed and is prohibited. The same applies to any use of the app that impairs the operation of GNU, threatens public order and safety or morals, infringes upon the rights of third parties or violates laws or morality.

Each GNU user is personally responsible for ensuring that their user and registration data (mobile phone number, name, validation PIN) are stored securely and not shared with third parties. Only if these conditions are met can your schedule information, contact information and entered data be protected against unauthorised and unlawful views and access.

5) Rights and Obligations of GNU

Within the scope of functions described in section 2), GNU is responsible for the operation and management of GNU and its data.

GNU reserves the right, at any time and without prior notice, to change, improve, supplement, delete or temporarily or permanently suspend any of the content or functions of GNU. It may also temporarily or permanently cease to make program data available via Google Play or the Apple App Store.

GNU reserves the right to temporarily or permanently suspend and/or delete your account and/or your GNU user account, or to edit (to an appropriate extent) or delete the content of these accounts, if suspicion exists that you - through the information you have entered, your use of GNU or other means - have impaired the running and/or management of GNU, endangered public order and/or security and/or morals, infringed upon the rights of third parties or violated applicable laws and/or accepted principles of morality.

Where possible, GNU will inform you about the existence of such suspicions in a timely fashion and give you the opportunity to be heard and to dispel them; where necessary, this will occur within a short deadline.

Particularly in the case of imminent danger or infringement, GNU is entitled to dispense with such prior consultations and/or warnings. In these cases, information may be sought at a later date.

6) Right and consequences of rescission pursuant to the Remote and Distance Business Act (Fern- und Auswärtsgeschäftegesetz = FAGG)

Once you have set up and GNU and your registration and acceptance of the Terms of Use has been confirmed via text (SMS), you have the right, within 14 days and without stating reasons, to withdraw from using GNU (rescission rights). To exercise your right of rescission, you simply need to uninstall or delete GNU from your smartphone using exactly the same procedure as for any other app. On most smartphones this is done by activating the app for deleting/uninstalling by pressing for a short time on the icon (symbol) for the app on the display, pressing on the >>x<< that appears and confirming the >>Delete<< instruction.

You can also invoke your right of rescission by sending a letter to this effect to office@gnuuu.at using the following template. In this case, the withdrawal will only become effective and valid when you uninstall or delete GNU from your smartphone and cease to use it further.

Sample / Declaration of Withdrawal:

I herewith rescind my right to download and use GNU (the GNU app) with immediate effect. I confirm that I am no longer using GNU (the GNU app) and have uninstalled or deleted GNU (the GNU app) from my smartphone.

My mobile phone number:
My GNU name:
My name:
My address:
My email address:
Name / Signature:
Date:

As a user of GNU, you agree and confirm that after uninstalling or deleting GNU from your smartphone, you will also permanently delete your registration data (mobile phone number, name / nickname) and any other data stored in connection with your use of GNU.

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7) Warranty and liability

With regard to the functions described in Section 2), GNU guarantees the proper operation and proper management of GNU. However, it does not guarantee that GNU and its (program) functions and services will function at all times in a correct and fault-free manner; similarly, it does not ensure that any functional errors will be eliminated or corrected within a certain time frame or that the use of GNU will achieve particular results.

GNU is not liable for the unauthorised or improper collection or accessing of data by third parties (e.g. hackers), particularly when it comes to personal data such as contact details. You must take suitable precautions or measures to ensure that your mobile phone number, name, validation PIN, schedule and contact information and other data entered by you is protected against unauthorised access by third parties. GNU does not assume any responsibility for instances of unauthorised access, particularly when such data (especially your mobile phone number, name or validation PIN, schedule and contact information or other data entered by you) becomes known as a result of a misuse of GNU or a technical issue.

GNU is not liable for damage, consequential damage (e.g. missed appointments), data loss, corruption or destruction, in particular when it occurs due to technical problems and especially not when it occurs due to connection or transmission errors arising during the use of GNU (the GNU app) or issues that are the responsibility of your telecommunications service/network operator.

If the smartphone on which you have installed GNU is lost, stolen or no longer available to you for other reasons, it is solely your responsibility - where necessary - to block your user account or, more specifically, to have your user account blocked by the GNU Customer Support.

GNU is not liable for damages that arise in connection with the loss of your smartphone or the deletion or blocking of GNU, especially under the circumstances described in Section 11).

8) Trademark rights (trademarks, copyrights etc.)

The name GNU and the GNU trademark are registered and protected as European trademarks. The trademark rights remain with the trademark owners and GNU has the right to use them. GNU users are not afforded any rights to GNU – whether for commercial or non- commercial purposes, and particularly not for use of the GNU trademark – through their setting up and use of GNU, or through the granting of the right to the use the app under the conditions of these Terms of Use.

All other rights pertaining to data and/or information that is provided and/or transmitted (such as text, pictures, graphics, logos, buttons and program icons, social plug-ins, audio and video clips, other graphic elements or digital content, digital downloads, data and data collections), especially data that is stored on GNU's servers or entered during the course of using GNU, remain with GNU; similarly, GNU retains the exclusive and irrevocable right to use these rights in any manner they see fit.

GNU's exclusive right of use also encompasses the right to process transmitted data and information, to analyse it and to use it in any way and for any purpose pursuant to the conditions of these Terms of Use.

All name, trademark and/or intellectual property rights arising from the use of GNU, shall, subject to these Terms, remain solely with GNU.

9) Changes to the Terms of Use

GNU reserves the right to change or supplement these Terms of Use at any time and will publish proposed changes or additions on the website www.gnuuu.com.

If you have consented to the sending of push notifications, GNU will also inform you of changes to the Terms of Use via a push notification. If you do not agree with changes or additions, you can discontinue the use of GNU at any time and delete/uninstall it from your smartphone.

10) Relationship to the Terms of Use of Google Play and Apple App Store

The validity and content of these Terms of Use do not depend on the validity and content of the sales, licensing, use or other conditions of Google (Google Play) or Apple (Apple App Store). The terms stipulated by Google and Apple are subordinated to these GNU Terms of Use.

11) Deletion and blocking of GNU

The right to use GNU is not restricted to a specific period of time. You can stop using GNU at any time and uninstall or delete it from your smartphone, whereby your right to use is automatically terminated.

Where important grounds exist, GNU is entitled, at any time and without notice, to suspend your user account temporarily or permanently or to exclude you from using GNU. This applies particularly if there is reasonable suspicion of improper use of GNU - that is, use which threatens public order, security and/or moral, which infringes upon the rights of third parties or which violates any laws or accepted principles of morality, or if GNU is being used to conduct criminal or unlawful activities.

On request, and where possible, we will provide information about the reason for any blocking of your account. If the reason for blocking ceases to exist, the block will be repealed.

You acknowledge and agree that by uninstalling or deleting GNU, all data associated with your usage of GNU will be permanently deleted.

12) Final Provisions

These Terms of Use are subject to Austrian law to the exclusion of any conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

The court of jurisdiction for legal disputes arising from or as a result of these conditions is the court at the business location of GNU GmbH. Statutory places of jurisdiction for consumers, in particular pursuant to the Consumer Protection Act (Konsumentenschutzgesetz = KSchG), remain unaffected under the application of these laws (consumer transactions).

If any provision of these Terms should be void, invalid or otherwise unenforceable, especially on legal grounds, the remaining provisions shall remain unaffected. The provisions concerned will be replaced by provisions that are valid and enforceable and most closely correspond to the intended purpose of the original clause; this shall be done without the need for separate agreement.

13) Contact and Support

For questions or comments about GNU, you can use the feedback function on the GNU app or contact us via the website www.gnuuu.com. GNU is grateful for any constructive criticism and will, where possible and appropriate, endeavour to deal with requests on an individual basis and to incorporate them into the further development and enhancement of GNU.

Note:
Within the confirmation text (SMS) message mentioned in Section 4), GNU will you also send a link to the Terms of Use that have been accepted by you and that are thus applicable. You can download the Terms of Use document as a pdf file, save it to your smartphone or send it. The Terms of Use can also be downloaded and saved from the site www.gnuuu.com.

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DATA PROTECTION & COOKIES

1) General

We take the protection of your personal data very seriously and adhere strictly to the provisions of the Data Protection Act (Datenschutzgesetz = DSG 2000). The following section explains which data is used by GNU and for what purpose (data protection information).

2) Handling of Personal Data

To enable you to use GNU, you must register with your mobile phone number and a name (your real name or a nickname). This information is stored on the GNU servers.

Your mobile phone number is used to differentiate and identify you in the course of your use of GNU and especially during the event scheduling process. If you send an invite to another user to participate in scheduling an event, your name/nickname will be displayed to enable the other user to identify who has issued the invitation, even if they have not saved your number in their contacts. Accordingly, you too can identify the senders of invitations that you yourself have not yet saved as contacts on your phone.

The validation PIN that you receive via SMS as part of your registration and that is required in order to activate GNU on your smartphone serves to verify your identity. It can only be used once and is deleted immediately after validation is complete.

Your data will be used exclusively in relation to your use of GNU and will under no circumstances be passed to third parties.

If you choose to use the feedback feature (under >> Settings <<), additional information about your smartphone, namely the device type, the installed operating system (+ version) and the telephone number you registered with GNU will be transmitted. This information helps GNU to better identify and repair technical malfunctions.

3) Which smartphone permissions are required for the use of GNU?

GNU needs to access your >> Calendar << and >> Contacts << in order to function.

GNU gets access to all calendars on your smartphone as a default setting. You have the option to allow or deny access to any of your calendar on a calendar-by-calendar basis. Your personal calendar settings can be adjusted at any time under >> Settings << ==> >> Select calendars << and / or >> Standard Calendars <<. Access to your calendar is only required to find gaps in your schedule (TimeSlots) for the purpose of coordinating event times. The contents of your calendar (for example, calendar entries) will not be viewed by GNU and will not be transmitted or stored.

As a further default setting, GNU also gets access to your >> Contacts <<. GNU needs the mobile phone numbers of your contacts to identify – for your benefit - GNU users that are stored as contacts on your phone. These will then be displayed to you, and only you, in the GNU app as GNU contacts, just as you saved them as contacts on your smartphone.

The names of your contacts and other information pertaining thereto will only be viewed by GNU and will not be transmitted or stored.

4) What non-personal data is processed as a result of your use of GNU?

Following registration, we also process so-called "flow data" – that is, data which is entered, generated and transmitted in connection with your use of GNU. We collect – among other things – the number of downloads (of GNU), the final event time, the process, duration and result of the event coordination process and the number of participants involved in the process.

All this data is used for monitoring the soundness and reliability of GNU and is also used for statistical purposes and for optimising and evaluating program functions.

Event details (such as event names and descriptions, locations, times or participant data (content data)) are not collected, processed or evaluated.

5) Storage and deletion of user data

Your registration information (mobile phone number and name/nickname) remain saved for the duration of your use of GNU – that is, for as long as you have GNU set up and in use on your phone. GNU will delete your registration information once you have uninstalled or deleted GNU from your smartphone.

The flow data required for event scheduling is deleted within 30 days of a time being agreed.

6) Consent to the sending of push notifications

If you have consented to the sending of push messages to notify you of new event invitations, status messages during the event scheduling process, program updates, newly available program functions and changes to the Terms, you may revoke your consent at any time. Under >> Settings << on your phone, select the menu item >> Notifications << and then the program icon of GNU. Finally, disable the field >> Allow notifications <<.

7) Data security

For the safe use of GNU, it is essential that you keep your personal registration information (mobile phone number, name/nickname) confidential and safe from access by unauthorised third parties. It is your responsibility to ensure this through the use of appropriate precautions and measures.

If you suspect that someone has gained or is gaining unauthorised access to your data in GNU, it is your responsibility to notify us so that we may assist you to the best of our abilities in the investigation.

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