

## TERMS OF SERVICE

*Updated on 25 September 2021.*

Thank you for shopping at Gaden Gens. We appreciate the fact that you want to buy the stuff we build.

As with any shopping experience, there are terms and conditions that apply to your transaction with us. We'll be as brief as our attorneys allow us:

### 1. Accept of the terms

- 1.1. Please read these terms of service carefully before using our services. By using our services, including using our app, registering an account or making a purchase, you accept these terms of service and agree to abide by them. The terms apply to the entire website and any email or other type of communication between you and Gaden Gens.

If you do not agree to these terms of service, please refrain from using our services.

### 2. Changes to the terms

- 2.1. We may need to change the terms of service from time to time for a number of reasons (including to comply with applicable laws and regulations, and regulatory requirements). The most up to date terms of service will always be available on our website.
- 2.2. If any change is unacceptable to you, you should cease using the service and/or close your account. If, however, you continue to use the service after the date on which the changes to the terms of service come into effect, you will be deemed to have accepted those changes.

### 3. Information about us

- 3.1. Gaden Gens is a service developed by Florian Hallerberg Solutions. We are a company registered in Germany under VAT no. DE351170819, our registered address being Wilmersiek 15 , Lemgo 32657. For more information visit [www.gadengens.com](http://www.gadengens.com).

### 4. Eligibility for our services

- 4.1. To use our services, you must have a valid credit card and be at least 18 years old or the legal age of majority in the country in which you reside. We reserve the right to ask for proof of age from any user and suspend their account until satisfactory documentation is provided

### 5. License

5.1. Gaden Gens grants you a revocable, non-exclusive, non-transferable, non-sellable, non-shareable, limited license to download, install and use our app strictly in accordance with these terms.

5.2. You agree not to, and will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit our app or make our platform available to any third party
- Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of our app
- Remove, alter or obscure any proprietary notice (including, but not limited to, notices of copyright or trademark) of Gaden Gens or its affiliates, partners, suppliers or licensors of our app.

## **6. How it works**

6.1. Gaden Gens is an account generator accessible through our app and platform.

6.2. In order to gain access to our services, you need to obtain a license. Licenses are limited and will be offered at our discretion. Purchase link will be available on our Twitter account (@GadenGens).

6.3. When accessing the purchase link, you will be prompted to create your account. You will also need to add a valid credit card, in order to pay for your selected plan.

6.4. When your account is created, you will receive a receipt via email. You will be able to join our Discord, where you can download the necessary software to use our services.

6.5. Once you have downloaded and installed our software, and entered your purchased license number, you will be able to use our services and generate accounts according to the plan you have purchased.

6.6. Gaden Gens makes it possible for the user to generate accounts completely automated in a matter of minutes. We support numerous sites, and we will continue working on adding more sites to the list. We do not guarantee that every module always works, but we promise to do our very best at making sure everything works as intended.

## **7. Payment**

7.1. To purchase a license, you must enter a valid credit card. We will use the credit card information to bill you the sign-on fee as well as your monthly fee.

7.2. Prices are subject to change without notice.

## **8. Returns and refunds**

- 8.1. We have the right to deny any refund request at any time.
- 8.2. If, for any reason, you are not satisfied with the services we provide, don't hesitate to contact us and we will discuss the issues you are having with our product.

## **9. Right of cancellation**

- 9.1. Customers shopping online have the right to cancel their order within 14 days. This right, however, no longer applies once the purchased product or service has been taken into use. Seeing as a purchase from Gaden Gens grants you immediate access to our Discord, app and service, you automatically waive your right to cancellation when claiming your personal license.

## **10. Termination**

- 10.1. If you do not longer wish to use our services, you may delete your account.
- 10.2. Upon termination, you shall cease any and all use of the app and delete all copies of the app from your devices.
- 10.3. Upon termination, your license will be revoked, and your personal license number will be blocked from our system, preventing you – or others – from using it after termination.
- 10.4. Upon termination, you will be removed from our Discord.
- 10.5. Termination will take effect immediately. No refunds will be made for the payment made for the month in which you or Gadens Gens terminate the agreement.

## **11. Privacy**

- 11.1. When using our app, you may submit data to us (including your personal data), or third parties may submit data from your mobile device through the app.
- 11.2. We will treat your data as confidential and only use and disclose it in accordance with our Privacy Policy [<https://gadengens.com/legal/privacy-policy.html>].

## **12. Promotions**

- 12.1. Gaden Gens may, from time to time, present contests, promotions, sweepstakes, or other activities that require you to submit material or information concerning yourself. Please note that all such promotions may be governed by separate rules that may contain certain eligibility requirements, such as restrictions to age and geographic location. You are responsible for reading such rules and determine whether you are eligible to participate or not. If you enter a promotion, you agree to abide by and to comply with all the rules of that promotion, as well as these terms.

## **13. Changes in our app**

- 13.1. We aim to update our app regularly and may change the content at any time in an effort to enhance or improve the features and functionalities of the app. This may include bug fixes, updates, upgrades and other modifications.
- 13.2. Updates may modify or delete certain features and/or functionalities in our app. You agree that Gaden Gens is under no obligation to 1) provide any updates, and 2) continue to provide or enable any particular features and/or functionalities of the app to you. You further agree that any such updates will be deemed to constitute an integral part of the app, and therefore subject to these terms of service.
- 13.3. If the need arises, we may suspend access to our app temporarily or close it indefinitely without notice and without liability to you. Any of the material in our app may be out of date at any given time, and we are under no obligation to update such material.

#### **14. Errors and disconnection**

- 14.1. Access to and use of our app is permitted on a temporary basis, and we reserve the right to withdraw or amend the service provided in our app without notice. We will not be liable if, for any reason, our app is unavailable at any time or for any period.
- 14.2. In the event of a system or communications error, we accept no responsibility and will not be liable for any loss resulting from delays or interruptions to our service due to failure, breakdown, malfunction, interruption of or disconnection from our server, third-party servers or any other cause over which we have no control.

#### **15. Links from our app**

- 15.1. Where our app contains links to other apps/sites or resources provided by third parties, these links are provided for your information only. We have no control over the contents of those apps, sites or resources, we do not investigate, monitor or check third parties for accuracy or completeness, and we therefore accept no responsibility for them or for any loss or damage that may arise from your use of them. When accessing an app or site via our app we advise you to check their terms of services and privacy policies to ensure compliance.

#### **16. Cookies**

- 16.1. We use cookies to identify the areas of our website that you have visited. We also use cookies to enhance the performance and functionality of our app.
- 16.2. The use of cookies is non-essential to our services. However, without these cookies, certain functionalities - like videos - may become unavailable, or you will be required to enter your login details every time you visit the app, as we will not be able to remember your previous logins.

#### **17. Misuse and breach**

- 17.1. We reserve the right to close or suspend your account at any time and for any reason.
- 17.2. Without limiting the preceding sentence, we shall be entitled to close or suspend your account if:
- You misuse our app by knowingly introducing viruses or other malicious or technologically harmful material
  - You attempt to gain unauthorized access to our app, the server on which our app is stored, or any server, computer or database connected to our app
  - You sell or share your personal license with others
  - You become bankrupt
  - You do not have a valid credit card linked to your account
  - We are requested to do so by the police, any regulatory authority or court
- 17.3. In the event of such a breach, your right to use our app will cease immediately and we will suspend access to our app without prior notice and revoke your license. If necessary, we will report you to the relevant law enforcement authorities and co-operate with those authorities by disclosing your identity to them.

## **18. Intellectual property rights**

- 18.1. All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in our app belong to us. We deserve all rights to the content of our app.
- 18.2. Nothing in these terms of service grants you a right or license to use any trademark, design right or copyright owned by us.
- 18.3. Any unauthorized use of our copyrighted material, trademarks, designs etc. will constitute an infringement and be subject to legal proceedings and payment of damages and remuneration.
- 18.4. If you are the owner of an intellectual property right, or the agent for such owner, and you believe material on our app constitutes an infringement of your rights, please contact us via email at [hallerbergflorian@web.de](mailto:hallerbergflorian@web.de).

## **19. Suggestions from you**

- 19.1. Feedback, comments and ideas for improvement are more than welcome. Any such suggestions provided by you to us, with respect to the app and/or our platform, shall remain the sole and exclusive property of Gaden Gens. Gaden Gens shall be free to use, copy, modify, publish or redistribute your submitted suggestions for any purpose and in any way without any credit or compensation to you.

## **20. Jurisdiction and applicable law**

- 20.1. These terms of service shall be governed by and construed in accordance with the laws of Germany.

- 20.2. Any dispute arising under these terms of service shall be subject to the exclusive jurisdiction of the Danish Maritime and Commercial Court in Copenhagen.

## **21. Notice of dispute**

- 21.1. In the event of a dispute, you must notify Garden Gens of the dispute with a written statement that sets forth your name, address and contact information, as well as the facts giving rise to the dispute. You must send your notice via email to [hallerbergflorian@web.de](mailto:hallerbergflorian@web.de). You and Gaden Gens will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date the notice was sent. After sixty (60) days, you or Gaden Gens may commence legal proceedings, should a solution not have been reached.

## **22. Disclaimer**

- 22.1. The materials contained in our app is provided for general information purposes only and do not claim to be or constitute legal or other professional advice and shall not be relied upon as such. We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on this app, and to the full extent permitted by Danish law we exclude all liability for loss or damages directly or indirectly arising from use of our app.
- 22.2. Our service and its content are provided "as is" and "as available". The material displayed in our app is provided without any guarantees, conditions or warranties as to its accuracy.
- 22.3. Our services must be used in accordance with the laws and regulations of the country in which you reside. You are responsible for determining whether your access to and/or use of the app is compliant with applicable laws in your jurisdiction. We do not accept any responsibility, should you choose to use our services in other ways.
- 22.4. You are responsible for determining whether your use of the app is compliant with applicable site rules, terms of service, etc. We do not accept responsibility for any breach of contract, violation of competition rules, violation of site rules or terms of services, which you may carry out, while using our services.
- 22.5. Gaden Gens is a distributor and not a publisher of the content supplied by third parties and, as such, we exercise no editorial control over such content and make no warranty or representation as to the accuracy and reliability of the content accessible through our services.

## **23. Indemnification**

- 23.1. You agree to indemnify and hold Gaden Gens and its parents, subsidiaries, affiliates, officers, employees and partners harmless from any claim or demand, including reasonable attorney's fees, due to 1) your misuse of the app, 2) violation of these terms or any laws or regulations, or 3) violation of any third party rights.

## **24. Miscellaneous**

- 24.1. If any provision in these terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of the previous provision to the greatest extent possible. The remaining provisions will continue in full force and effect and the invalidity of one provision shall not affect the validity of the remaining provisions.
- 24.2. These terms, together with the Privacy Policy and any other legal notices published by Gaden Gens on our services, shall constitute the entire agreement between you and Gaden Gens.
- 24.3. In the event a product or service is listed with an incorrect price or with incorrect information due to a typographical error, we have the right to refuse or cancel any orders placed for the product or service listed with the incorrect price or information, whether or not the order has been confirmed and whether or not your credit card has been charged. If your order is cancelled, and your credit card has already been charged for the purchase, we will issue a credit to your credit card in the amount of the charge.

## **25. Contact us**

If you have questions or concerns about material appearing in our app, please feel free to contact us via email at [hallerbergflorian@web.de](mailto:hallerbergflorian@web.de).

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