

# lash – Terms and Conditions

## Terms and Conditions for [lash]

Last updated: March 06, 2024

These Terms and Conditions ("Agreement") govern your access and use of the travel app ("lash") provided by [lash] ("Company"). By accessing or using the App, you agree to be bound by this Agreement.

### 1. Use of the App

**1.1. Eligibility:** You must be at least 14 years old to use the App. By using the App, you represent and warrant that you are of legal age to enter into this Agreement and to comply with all applicable laws and regulations.

**1.2. License:** The Company grants you a non-exclusive, non-transferable, revocable license to use the App for personal, non-commercial purposes, subject to the terms and conditions of this Agreement.

**1.3. User Account:** You may be required to create a user account to access certain features of the App. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to provide accurate and complete information when creating your account and to promptly update any changes.

### 2. Content and Intellectual Property

**2.1. User-Generated Content:** Users can create and upload content, including text and images, to the App. By uploading content, you grant the Company a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media.

**2.2. Intellectual Property Rights:** The App, including its logo, design, text, graphics, and its entire contents, are the exclusive property of the Company or its licensors. You

may not use, reproduce, or distribute any content from the App, including trademarks and copyrights, without the express written permission of the Company.

### **3. Feedback**

**3.1. Use of Feedback:** Users are encouraged to submit feedback, suggestions, and ideas about the App. If you choose to submit feedback, you agree that the Company is free to use any feedback, suggestions, or ideas you provide without any obligation to compensate you or provide acknowledgment.

### **4. Third-Party Services and Links**

**4.1. Third-Party Services:** The App may include links or integrations with third-party services, websites, or resources. The Company is not responsible for the availability, content, or practices of these third-party services. Your use of third-party services is subject to their respective terms and conditions and privacy policies.

**4.2. External Links:** The App may contain links to external websites. The Company does not endorse or assume any responsibility for the content, accuracy, or practices of these external websites. Your access and use of external websites are at your own risk.

### **5. Limitation of Liability and Disclaimer**

**5.1. Disclaimer:** The App is provided on an "as is" and "as available" basis. The Company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

**5.2. Limitation of Liability:** The Company shall not be liable for any direct, indirect, incidental, punitive, or consequential damages that result from the use of, or inability to use, the App or its content.

### **6. Governing Law and Dispute Resolution**

**6.1.** This Agreement shall be governed by the laws of Germany without regard to its conflict of law provisions. Any disputes arising under this Agreement will be resolved in the courts of Germany.

## 7. Modifications to the Agreement

7.1. The Company reserves the right, at its sole discretion, to modify or replace these Terms at any time. By continuing to access or use the App after those revisions become effective, you agree to be bound by the revised terms.

## 8. Termination

8.1. The Company 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.

## 9. General Provisions

9.1. **Severability:** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

9.2. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties relating to the subject matter herein.

## 10. Contact Information

10.1. For any questions, concerns, or feedback regarding this Agreement or the App, please contact us at [contact@longasssectionhike.com](mailto:contact@longasssectionhike.com).

By using the App, you acknowledge that you have read, understood, and agreed to be bound by this Terms and Conditions Agreement.