

# DINEFINDER COPYRIGHT & LICENSING AGREEMENT

**Effective Date:** [4/03/2025]

**Last Updated:** [11/03/2025]

## 1. COPYRIGHT NOTICE

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## 2. TRADEMARK NOTICE

"DineFinder" and associated logos, icons, and branding elements are **trademarks** of **Qula Inc.** Any unauthorized use of these trademarks for **commercial or non-commercial purposes** is strictly prohibited and may result in legal action.

Third-party trademarks, restaurant data, or brand materials displayed within the DineFinder application remain the property of their respective owners. The use of such materials within the application is for **informational purposes only** and does not imply endorsement or affiliation unless explicitly stated.

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## 3. LICENSE OPTIONS

This section outlines the permitted use of the DineFinder platform and its associated software.

### 3.1 Proprietary License (Strict Ownership)

DineFinder is proprietary software. Users are granted a limited, **non-transferable, non-exclusive license** to use the application for **personal and non-commercial** purposes only.

**✗ Restrictions:** Users may **not**:

- Copy, modify, or distribute the source code.
- Reverse-engineer, decompile, or attempt to extract the underlying code.
- Use DineFinder's features, data, or algorithms for commercial exploitation without a proper license.

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## 3.2 Open-Source License (Optional - If You Allow Community Contributions)

If you choose to make DineFinder open-source, the software can be released under the **MIT License** (or another open-source license of your choice).

### MIT License:

Users are free to **use, modify, and distribute** the software, provided that proper credit is given to the original author.

⚠ However, the software is provided **as-is**, with no warranties or liability from the Owner.

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## 3.3 Commercial License (For Business Use)

Businesses, restaurants, and third-party partners that wish to use DineFinder for **commercial purposes** (such as paid promotions, business analytics, API integrations, or resale) must obtain a **Commercial License**.

### ✓ Allowed Under the Commercial License:

- **Restaurant Listings & Promotions:** Paid promotions for restaurants using DineFinder's platform.
- **API Access:** Business access to DineFinder's location and menu data.
- **Data Analytics:** Use of DineFinder analytics tools for business growth.

### ✗ Restricted Without a Commercial License:

- Businesses cannot use DineFinder's platform to **advertise, scrape data, or conduct market research** without explicit authorization.
- Third parties cannot modify or resell the software.

To request a **Commercial License**, please contact:

✉ [edibarakanchege@gmail.com](mailto:edibarakanchege@gmail.com) 🌐 <https://gituhumwangi.github.io/Qula-website/>

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## 4. LEGAL DISCLAIMERS

### 4.1 Limitation of Liability

DineFinder is provided "**as is**" and "**as available**" without any **express or implied warranties**. The Owner shall not be liable for **any direct, indirect, incidental, consequential, or punitive damages** arising from the use or inability to use the application.

### 4.2 Data Privacy Compliance

DineFinder is committed to protecting user data and adheres to **global data protection regulations**, including but not limited to:

- **General Data Protection Regulation (GDPR)**
- **California Consumer Privacy Act (CCPA)**

For details on data collection and usage, refer to our **Privacy Policy**.

### **4.3 Termination of License**

The Owner reserves the right to **terminate or revoke licenses** if a user or business violates any terms stated in this agreement.

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## **5. DISPUTE RESOLUTION & GOVERNING LAW**

This agreement shall be governed by and interpreted in accordance with the **laws of Kenya**. Any disputes arising under this agreement shall be resolved through arbitration unless otherwise required by applicable law.

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## **6. CONTACT INFORMATION**

For licensing inquiries, legal concerns, or business partnerships, please contact:

✉ **edibarakanchege@gmail.com**

🌐 <https://gituhumwangi.github.io/Qula-website/>