

# END USER LICENSE AGREEMENT

**Last updated October, 6 2024**

Loclo is licensed to You (End-User) by LOCLO INC., located and registered at 236 River Road, Andover, Massachusetts 01810, United States ("Licensor"), for use only under the terms of this License Agreement.

By downloading the Licensed Application from Apple's software distribution platform ("App Store"), and any update thereto (as permitted by this License Agreement), You indicate that You agree to be bound by all the terms and conditions of this License Agreement, and that You accept this License Agreement. App Store is referred to in this License Agreement as "Services."

The parties of this License Agreement acknowledge that the Services are not a Party to this License Agreement and are not bound by any provisions or obligations with regard to the Licensed Application, such as warranty, liability, maintenance, and support thereof. Loclo INC., not the Services, is solely responsible for the Licensed Application and the content thereof.

This License Agreement may not provide for usage rules for the Licensed Application that are in conflict with the latest Apple Media Services Terms and Conditions ("Usage Rules"). Loclo INC. acknowledges that it had the opportunity to review the Usage Rules and this License Agreement is not conflicting with them.

Loclo, when purchased or downloaded through the Services, is licensed to You for use only under the terms of this License Agreement. The Licensor reserves all rights not expressly granted to You. Loclo is to be used on devices that operate with Apple's operating systems ("iOS" and "Mac OS").

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## **1. THE APPLICATION**

Loclo ("Licensed Application") is a piece of software created to provide a one-stop place for all fashion needs, customized for iOS mobile devices ("Devices"). It allows users to buy and sell pre-loved clothing. Additionally, users can receive recommendations for outfits for various occasions and schedule outfits for upcoming days.

The Licensed Application is not tailored to comply with industry-specific regulations (e.g., Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA)), so if your interactions would be subject to such laws, you may not use this Licensed Application. You may not use the Licensed Application in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

## **2. SCOPE OF LICENSE**

2.1 You are granted a non-transferable, non-exclusive, non-sublicensable license to install and use the Licensed Application on any Devices that You own or control, as permitted by the Usage Rules. This includes access by other accounts associated with You through Family Sharing or volume purchasing.

2.2 This license also governs any updates provided by Loclo INC. that replace, repair, or supplement the Licensed Application unless a separate license is provided for such updates.

2.3 You may not share or redistribute the Licensed Application, except to the extent allowed by the Usage Rules, and with prior written consent from Loclo INC.

2.4 You may not reverse engineer, disassemble, or attempt to derive the source code of the Licensed Application without prior written consent from Loclo INC.

2.5 You may not copy or alter the Licensed Application unless expressly authorized. You may create backup copies, but unauthorized third parties may not gain access to these copies.

2.6 Violations of these obligations may be subject to prosecution and damages.

2.7 Loclo INC. reserves the right to modify the licensing terms.

2.8 This license does not restrict third-party terms. You must ensure compliance with applicable third-party terms when using the Licensed Application.

### **3. TECHNICAL REQUIREMENTS**

3.1 The Licensed Application requires a firmware version 17.0 or higher. It is recommended to use the latest version.

3.2 Licensor attempts to keep the Licensed Application updated but is not required to provide updates.

3.3 You are responsible for ensuring that your device meets the technical specifications for the Licensed Application.

3.4 Licensor reserves the right to modify the technical specifications at any time.

### **4. MAINTENANCE AND SUPPORT**

4.1 Loclo INC. is responsible for maintenance and support. You can contact Loclo INC. via the email listed on the App Store Overview.

4.2 The Services have no obligation to provide any maintenance or support for the Licensed Application.

### **5. USE OF DATA**

Licensor may access and adjust your downloaded content and personal information. This is governed by your agreements with Loclo INC. and its privacy policy: [Privacy Policy](#).

### **6. USER-GENERATED CONTRIBUTIONS**

You may have the opportunity to create and share content ("Contributions") in the Licensed Application. Contributions may be viewable by others and must not infringe on the rights of third parties or violate any applicable law.

### **7. ZERO TOLERANCE POLICY FOR ABUSIVE BEHAVIOR AND OFFENSIVE CONTENT**

By using this application, you agree to abide by our zero tolerance policy regarding abusive behavior and offensive content:

- **Prohibited Conduct:** Users are strictly prohibited from engaging in any form of abusive behavior, including but not limited to harassment, bullying, hate speech, threats, or any actions that create a hostile environment for other users.
- **Offensive Content:** The posting, sharing, or distribution of offensive content is strictly forbidden. This includes, but is not limited to:
  - Explicit sexual content or pornography
  - Graphic violence or gore
  - Content that promotes hate, discrimination, or illegal activities
  - Any material that is defamatory, obscene, or otherwise objectionable
- **Consequences:** Violation of this policy will result in immediate action, which may include:
  - Content removal
  - Temporary or permanent suspension of user accounts
  - Reporting to appropriate authorities in cases of illegal activities
- **Reporting:** Users are encouraged to report any abusive behavior or offensive content through the designated reporting channels within the application.
- **Discretion:** The application administrators reserve the right to determine what constitutes abusive behavior or offensive content and to take appropriate action at their sole discretion.
- **Appeals:** While we strive for fairness, decisions made under this policy are final and may not be appealed.

By continuing to use this application, you acknowledge that you have read, understood, and agree to comply with this zero tolerance policy. Failure to adhere to these terms may result in the termination of your access to the application.

## 8. CONTRIBUTION LICENSE

By posting Contributions, you grant Loclo INC. an unrestricted, transferable, and royalty-free license to use your Contributions for any purpose. This license includes the right to use your name, trademarks, and likeness.

## 9. LIABILITY

8.1 Licensor's liability is limited to intent and gross negligence, except in cases of injury to life, limb, or health.

8.2 Loclo INC. is not responsible for damages caused by breaches of this License Agreement.

## 10. WARRANTY

9.1 Loclo INC. warrants that the Licensed Application is free of malware at the time of download and functions as described in the documentation.

9.2 No warranty is provided for unauthorized modifications or improper use of the Licensed Application.

9.3 You must report any defects within thirty (30) days of discovery.

9.4 If Loclo INC. confirms a defect, they may choose to remedy it by fixing the issue or providing a substitute.

9.5 In the event of failure to meet warranty, you may contact the Services for a refund of the purchase price. The Services have no further warranty obligation.

## **11. PRODUCT CLAIMS**

Loclo INC. is responsible for addressing any claims relating to the Licensed Application, including product liability claims, claims of non-compliance with legal requirements, and claims related to consumer protection or privacy.

## **12. LEGAL COMPLIANCE**

You represent that you are not located in a country subject to a US Government embargo or on a US Government list of prohibited or restricted parties.

## **13. CONTACT INFORMATION**

For inquiries, complaints, or claims, contact Loclo INC. at:

Loclo  
236 River Road  
Andover, MA 01810  
United States  
haripalaniyappan@gmail.com

## **14. TERMINATION**

The license is valid until terminated by Loclo INC. or by You. Your rights terminate automatically if you fail to comply with the terms of this agreement.

## **15. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY**

Loclo INC. will comply with third-party terms of agreement. Apple subsidiaries are third-party beneficiaries of this License Agreement and may enforce the agreement against You.

## **16. INTELLECTUAL PROPERTY RIGHTS**

Loclo INC. is responsible for any third-party intellectual property claims relating to the Licensed Application.

## **17. APPLICABLE LAW**

This License Agreement is governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of law rules.

## **18. MISCELLANEOUS**

18.1 If any term of this agreement becomes invalid, the remaining provisions remain unaffected.

18.2 Any changes or amendments to this agreement must be in writing.