

Xplore End User License Agreement (EULA)

This End User License Agreement ("Agreement") is entered into by and between Owen Van Vooren ("Licensor") and the user ("Licensee") of the software application "Xplore."

1. License Grant

Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a limited, non-exclusive, non-transferable license to use Xplore solely for personal or internal business purposes on macOS devices. This license does not convey any ownership rights or interests in Xplore to the Licensee.

2. Restrictions

Licensee shall not:

- a)** Modify, adapt, translate, or create derivative works based upon Xplore;
- b)** Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of Xplore;
- c)** Distribute, sublicense, sell, rent, lease, or otherwise transfer Xplore or any rights thereto;
- d)** Remove or alter any proprietary notices, labels, or marks on Xplore;
- e)** Use Xplore for any unlawful purpose, including but not limited to downloading, storing, or sharing content that violates intellectual property rights or applicable laws.

3. Ownership

Licensor retains all right, title, and interest in and to Xplore, including all intellectual property rights therein. This Agreement does not convey to the Licensee any ownership rights in or related to Xplore. Any improvements or modifications to Xplore made by Licensee shall belong exclusively to Licensor.

4. Data and Privacy

a) No Data Collection by Xplore:

Xplore does not collect, store, or transmit any personal data or browsing information from the Licensee.

b) Third-Party Websites:

Xplore may allow Licensee to access third-party websites, which may request or collect personal data (e.g., location, cookies, etc.). Licensee is solely responsible for managing interactions with third-party websites, including providing location data or any other personal information. Licensor is not responsible for the data practices, privacy policies, or security of third-party websites accessed through Xplore. Licensee is advised to review the privacy policies and terms of service of any such websites prior to interacting with them.

c) Downloaded Content:

Licensee may use Xplore to download raw websites, images, or other content. Licensee is responsible for ensuring that any such content complies with copyright laws and is used in accordance with applicable regulations. Licensor is not liable for any legal issues, damages, or claims resulting from the download or use of third-party content.

5. Term and Termination

This Agreement is effective upon the installation of Xplore and shall continue until terminated. Licensor may terminate this Agreement immediately if Licensee breaches any term herein. Upon termination, Licensee shall cease all use of Xplore, uninstall it, and delete all copies of the software and any related documentation.

6. Disclaimer of Warranty

Xplore is provided "as is," without warranty of any kind. Licensor expressly disclaims all warranties, whether express, implied, or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and those arising from the course of performance or usage of trade. Licensor does not warrant that Xplore will be error-free, free from viruses or other harmful components, or that access will be uninterrupted.

7. Limitation of Liability

In no event shall Licensor be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or relating to the use or inability to use Xplore, including, but not limited to, damages for loss of profits, data, or use, even if Licensor has been advised of the possibility of such damages.

Because Xplore is provided free of charge, Licensor shall not be liable for any damages whatsoever, to the fullest extent permitted by applicable law. In jurisdictions that do not allow the exclusion or limitation of liability for incidental or consequential damages, Licensor's liability shall be limited to the maximum extent permitted by law.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States of America. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in the state of the Licensor's principal place of business, and Licensee hereby consents to the jurisdiction of such courts.

9. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

10. Waiver

The failure of Licensor to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

11. Updates and Modifications

Licensor reserves the right to modify or update Xplore and this Agreement at any time. Any updates or modifications to this Agreement will be made available to the Licensee, and continued use of Xplore following such changes shall constitute acceptance of the new terms.

12. Indemnification

Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, losses, liabilities, damages, expenses, and costs (including, but not limited to, attorney's fees) arising from or related to Licensee's use of Xplore or violation of this Agreement.

13.Export Control

Licensee agrees to comply with all applicable laws and regulations related to export controls and sanctions, including those of the U.S. government, in their use of Xplore.

14.Entire Agreement

This Agreement constitutes the entire agreement between Licensor and Licensee regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral, relating to such subject matter.

15.Dispute Resolution

Any disputes arising under this Agreement shall first be settled through good faith negotiations between the parties. If no settlement can be reached, the parties agree to submit the dispute to binding arbitration under the rules of the American Arbitration Association before resorting to litigation.

By installing or using Xplore, Licensee agrees to be bound by the terms and conditions of this Agreement.