**X-IPA Studios End User License Agreement**

**third edition**

This X-IPA Software End User License Agreement ("Agreement") contains the terms and conditions under which you may access and use X-IPA Software and your use of related services provided to you by us or our partners ("Services"). ("Services") provided to you by us or our partners. This agreement is effective from the date of your acceptance. You and X-IPA Software are hereinafter referred to individually as a party and collectively as the parties.

Unless otherwise specified in writing as required by law, the Site (and most of its Services) are not available to European Union citizens. For special terms for European Union citizens, see Section 6: Additional Terms for European Union Citizens of this License Agreement.

# Use of services

## Rights grants

We grant you a non-exclusive, non-transferable, non-sub-licensable and limited license under the terms and conditions of this Agreement for the services you order or obtain from our partners ("X-IPA Partners"). You shall comply with any agreements, terms or conditions between you and X-IPA Partners.

## license

1. You agree that you may use the services provided by X-IPA Software subject to the terms and conditions of this Agreement.
2. You agree that you may not modify, rent, loan, sell, assign, license, sublicense, distribute, reproduce, modify, translate, create derivative works from, transmit, perform, display, network, or otherwise exploit the Services provided by X-IPA Software in any way or for any reason.
3. You agree that you will not use the services provided by X-IPA Software for any purpose that infringes the rights of others or violates any law, statute, ordinance or regulation.
4. You agree that you will not use the services provided by X-IPA Software to do anything that would jeopardize the security of a computer network or disrupt the normal operation of a network or system.
5. You agree that you shall not use the services provided by X-IPA Software for any purpose that may adversely affect the normal operation of the Internet or mobile network.
6. You agree that you shall not use the services provided by X-IPA Software for any purpose that may adversely affect other users or the community.

## Acceptable Use Policy

In addition to the terms of this Agreement, you agree to abide by any other usage policies or rules established by X-IPA Software and its partners.

## Your Software

Unless otherwise stated by law, you shall be responsible for the legality, accuracy, completeness and reliability of the Software Content you upload. As part of the Terms of Service, you shall be responsible for obtaining and maintaining any notices, consents or authorizations relating to the content of the Software you upload.

## Your Content

You shall ensure that your content does not violate the terms and conditions of this Agreement and complies with laws and regulations. You are responsible for the legality, accuracy, completeness and reliability of your Content. As part of the Terms of Service, you are responsible for obtaining and maintaining any notices, consents or authorizations relating to your Content. Except as expressly provided by law, we have no obligations or liabilities with respect to your Content.

## Third-party content

The Services may contain or make available to you Third Party Content. Third Party Content may be subject to separate terms and conditions set forth in this Agreement and the Documentation, as applicable. The Third Party Services are provided on an "as is" and "as available" basis. We make no representations or warranties of any kind with respect to any Third Party Content and shall not be liable for any loss, damage or liability of any nature or kind incurred as a result of any Third Party Content.

# Security and data privacy

## surety

Subject to our obligations under Sections 1.5 and 2.3, we will take appropriate administrative, physical and technical measures to help you protect the security and confidentiality of your Content stored on the Services. We will not access or use your Content (except to comply with laws, regulations or binding orders of governmental authorities) except to provide you with necessary services.

## data privacy

As part of our services and in order to protect the personal information you provide to us, we adhere to the X-IPA Software Privacy Policy. You can specify the region in which your content is stored. We will not migrate your content from the region you select without your consent unless:

1. Must be relocated to comply with applicable laws and regulations or binding orders of governmental authorities.
2. In order to provide billing, administrative, or technical services or as a result of investigating security incidents or investigating violations of this Agreement. We may process some data in the data areas where you use the Services, and we may also process it in the areas where we maintain operational, support and investigative systems and teams. We will provide you with detailed information about our processing of your personal information as required by applicable laws and regulations and governmental authorities.

## Your security

Subject to Section 2.1 above, you shall be responsible for any security breaches and the consequences of such breaches arising out of or in connection with your Content, including, without limitation, any viruses, Trojan horses, worms or other harmful programming programs contained in your Content.

# Representations and warranties

## Statements by the parties

Each party declares that it has legally and validly executed this Agreement with the appropriate power and authority.

## Your Representations and Warranties

You represent, warrant and covenant:

1. You shall comply with all applicable laws and regulations relating to your activities under this Agreement;
2. You should comply with the relevant laws and regulations when using the services;
3. Your use of the Services shall not infringe the intellectual property rights or any other rights of any third party.

## statement denying or limiting responsibility

**We do not guarantee the behavior of our subordinates:**

1. **Service will be error-free or uninterrupted;**
2. **We will correct all defects or errors in connection with the Service or prevent all third party damage or unauthorized access in connection with the Service;**
3. **the service will be compatible with your content or any other hardware, software, systems, services or data not provided by us. to the extent permitted by law, except as otherwise expressly provided, we exclude and expressly disclaim any warranties, representations, terms, conditions or other undertakings of any kind, whether express or implied, statutory or otherwise, including, without limitation, any warranties, representations, terms, conditions or other undertakings of merchantability, satisfactory quality, non-infringement or fitness for a particular purpose.**

# terminate (law)

## terminate (law)

1. You agree that X-IPA Software has the right to terminate this Agreement at any time without prior notice to you.

2. X-IPA Software has the right to terminate this Agreement without prior notice to you if you breach any of the terms or conditions of this Agreement.

3. In the event of termination of the services provided by you, X-IPA Software has the right to retain and use your personal information to protect the agreement with you and has the right to recover the relevant amounts from you if necessary.

4. If you wish to terminate this Agreement, you shall notify X-IPA Software in writing within thirty (30) days.

5. If you fail to notify X-IPA Software in writing in a timely manner of the termination of this Agreement, X-IPA Software shall have the right to use your personal information prior to termination for any legal or contractual purpose prior to the termination of this Agreement.

## default (on a loan or contract)

X-IPA Software has the right to terminate this Agreement and hold you liable for any breach of the terms or conditions of this Agreement.

# Application of law and jurisdiction

# Additional provisions for EU citizens

This Agreement applies to EU citizens. EU citizens have the same rights and obligations as other EU citizens. The Terms and Conditions section of this Agreement is governed by the laws of EU citizens. If you do not meet the legal requirements of an EU citizen, please note that the Terms and Conditions section of this Agreement may not apply to you.

## Restricted list of services applicable to EU citizens

EU citizens can only use the **limited services** provided by X-IPA Software and not the following services:

* X-IPA SinglePoint Account account service or any X-IPA Studios owned service that accesses the account system;
* X-IPA Software MainSite Full Service;
* X-IPA Cloudrive Cloud Hard Disk Service

## result

X-IPA Software shall have the right to terminate this Agreement and to hold the EU citizen liable for any breach of the terms or conditions of this Agreement that results in us being subjected to any administrative penalties from the EU side or from any other side, or being sentenced to a criminal penalty.