End User License Agreement (EULA)

for The Phenom App

Last Updated: [Insert Date]

# 1. Introduction

This End User License Agreement (“Agreement”) is a legal contract between you (“User”) and Phenom LLC (“Company,” “we,” “our,” or “us”), governing your use of The Phenom App (“App”). By downloading, installing, or using the App, you agree to be bound by this Agreement. If you do not agree, do not use the App.

# 2. Purpose of the App

The Phenom App is designed as a platform for documenting, validating, and sharing unexplained phenomena using smartphone sensors, geolocation, and crowdsourced data. The App promotes public engagement, transparency, and the pursuit of knowledge in a manner consistent with constitutional rights, international human rights principles, and established legal protections for scientific inquiry and free expression.

# 3. License Grant

We grant you a limited, non-exclusive, revocable, non-transferable license to use the App solely for lawful purposes, subject to the terms of this Agreement.

# 4. User Responsibilities

You agree to:  
- Use the App in compliance with all applicable local, state, national, and international laws.  
- Not use the App to harass, stalk, exploit, or harm others.  
- Not tamper with or attempt to disrupt the App’s functionality or security.  
- Respect the intellectual property of Phenom LLC and other users.

# 5. Data Rights & Privacy

Users maintain ownership of their original content (photos, videos, sensor logs) shared through the App. By submitting content, you grant Phenom LLC a license to host, display, analyze, and share data in support of public research and safety. Phenom LLC adheres to data minimization, encryption, and anonymization practices to protect user privacy.

# 6. Protections Against Unlawful Interference

Phenom LLC explicitly recognizes and defends the rights of its users and the company under the First Amendment (free speech and press), Fourth Amendment (protection against unlawful search and seizure), and Fifth Amendment (due process).  
  
- Executive Order 12333 (U.S. Intelligence Activities):  
The App is not a tool of the U.S. Government, nor is it subject to intelligence tasking. Any attempt by government entities to collect, suppress, or shut down lawful public data gathered by users would constitute an overreach under EO 12333 and related constitutional protections.  
  
- Public Good & Scientific Inquiry:  
The Phenom App contributes to public safety, scientific understanding, and the preservation of lawful evidence. Attempts to restrict its operation absent a valid court order would amount to prior restraint, which is presumptively unconstitutional under U.S. law.  
  
- Legal Argument Against Shutdown:  
Phenom LLC will resist unlawful shutdown or censorship attempts, asserting:  
 • The App operates as a platform for protected speech and scientific expression.  
 • The Government lacks standing to classify or suppress privately generated, non-classified data absent compelling national security necessity and due process.  
 • Any compelled shutdown would be challenged as a violation of constitutional rights, international human rights law, and contractual reliance by users.

# 7. Termination

Users may terminate this Agreement by deleting the App. Phenom LLC may suspend or terminate accounts for violations of this Agreement. Termination does not affect accrued rights of either party.

# 8. Limitation of Liability

Phenom LLC is not liable for damages arising from:  
- Misuse of the App.  
- Unauthorized access or third-party interference.  
- Government or private attempts to censor, restrict, or alter the App’s operation.

# 9. Indemnification

You agree to indemnify and hold harmless Phenom LLC against claims arising from your misuse of the App, except where such claims result from Phenom LLC’s gross negligence or unlawful actions.

# 10. Governing Law & Jurisdiction

This Agreement shall be governed by the laws of the United States and the Commonwealth of Virginia. Users and the Company agree that disputes shall be resolved in the state or federal courts of Virginia.

# 11. Severability

If any provision of this Agreement is found unlawful or unenforceable, the remaining provisions shall remain valid and enforceable.

# 12. Entire Agreement

This Agreement constitutes the entire understanding between the User and Phenom LLC with respect to the App.