End-User License Agreement for the use of the software product "Alexandria"

Last updated: June 1st, 2021

Please read this End-User License Agreement carefully before downloading, installing or using Alexandria.

1. Interpretation and Definitions

The words of which the initial letter is capitalized have meanings defined under the following conditions. For the purposes of this End-User License Agreement:

Agreement means this End-User License Agreement (EULA) that forms the entire agreement between You and the Licensor regarding the use of the Software.

Software means the software program named Alexandria provided by the Licensor and downloaded by You to a Device. The Software includes, without limitation, computer programs, graphics, manuals, media, documentation and any other elements which are part of the software program, individually or in combination.

Licensor refers to Romain Legrand, born January 19th 1983 in Chambéry, France, developer and owner of the Software.

Country refers to France.

Device means any device that can access the Software such as a computer, a cellphone or a digital tablet.

You means the end user of the Software, either as legal entity or natural person.

2. Acknowledgment

By taking any step to download, install or use the Software, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not install or use the Software.

This Agreement is a is a legally binding contract between You and the Licensor and it governs your use of the Software made available to You by the Licensor.

3. License and scope

The Licensor grants You a revocable, non-exclusive, non-transferable, limited license to download, install and use the Software on a Device you own or possess, strictly in accordance with the terms of this Agreement.

The license is granted to You free of charge by the Licensor, and is solely for your personal or internal purposes, strictly in accordance with the terms of this Agreement.

The license that is granted to You by the Licensor does not entitle You to reproduce, distribute or transfer copies of the Software to third parties (including by rental, lease, loan or sub-licensing) without the explicit permission of the Licensor, either for commercial or non-commercial purposes.

4. Intellectual Property Rights

All title, ownership rights and intellectual property rights in and to the Software and any and all copies thereof are owned by the Licensor.

The Software is protected by national and international laws, including, without limitations, the laws of the Country on intellectual property, copyright treaties, conventions and other laws.

Except as expressly set forth in this Agreement, all rights not granted hereunder to You are expressly reserved by the Licensor.

The licence being granted to You confers no title or ownership in the Software and should not be construed as a sale of any right in the Software.

5. No Warranties

The Application is provided to You "as is" and "as available" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Licensor expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Software, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice.

Without limitation to the foregoing, the Licensor provides no warranty or undertaking, and makes no representation of any kind that the Software will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards, be error free or that any errors or defects can or will be corrected, and is free of viruses, trojan horses, malware, or other harmful components.

6. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall the Licensor be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Software, third-party software and/or third-party hardware used with the Software, or otherwise in connection with any provision of this Agreement), even if the Licensor or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

7. Term and Termination

This Agreement shall remain in effect until terminated by You or the Licensor. The Licensor may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Licensor, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Software and all copies thereof from your Device or from your computer.

Upon termination of this Agreement, You shall cease all use of the Software and delete all copies of the Software from your Device.

Termination of this Agreement will not limit any of the Licensor's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

8. Applicable Law, Jurisdiction

This Agreement and the relationship between You and the Licensor shall be governed by the laws of the Country, excluding its conflicts of law provisions. You and the Licensor agree to submit to the personal and exclusive jurisdiction of the courts located within the region of île-de-France, France, to resolve any dispute or claim arising from this Agreement.

9. Severability and Waiver

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

10. Changes to this Agreement

The Licensor reserves the right, at its sole discretion, to modify or replace this Agreement at any time. By continuing to access or use the Software after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Software.

11. Contact

If you have any questions about this Agreement, You can contact the Licensor:
By email: alexandria.toolbox@gmail.com