

TuckFlow
Copyright (c) 2018 Kirill Derevyanko

*** END USER LICENSE AGREEMENT ***

IMPORTANT: PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THIS SOFTWARE.

1. LICENSE

By receiving, opening the file package, and/or using TuckFlow ("Software") containing this software, you agree that this End User User License Agreement (EULA) is a legally binding and valid contract and agree to be bound by it. You agree to abide by the intellectual property laws and all of the terms and conditions of this Agreement.

Unless you have a different license agreement signed by TuckFlow your use of TuckFlow indicates your acceptance of this license agreement and warranty.

Subject to the terms of this Agreement, TuckFlow grants to you a limited, non-exclusive, non-transferable license, without right to sub-license, to use TuckFlow in accordance with this Agreement and any other written agreement with TuckFlow. TuckFlow does not transfer the title of TuckFlow to you; the license granted to you is not a sale. This agreement is a binding legal agreement between TuckFlow and the purchasers or users of TuckFlow.

If you do not agree to be bound by this agreement, remove TuckFlow from your computer now and, if applicable, promptly return to TuckFlow by mail any copies of TuckFlow and related documentation and packaging in your possession.

2. DISTRIBUTION

TuckFlow and the license herein granted shall not be copied, shared, distributed, re-sold, offered for re-sale, transferred or sub-licensed in whole or in part except that you may make one copy for archive purposes only. For information about redistribution of TuckFlow contact TuckFlow.

3. USER AGREEMENT

3.1 Use

Your license to use TuckFlow is limited to the number of licenses purchased by you. You shall not allow others to use, copy or evaluate copies of TuckFlow.

3.2 Use Restrictions

You shall use TuckFlow in compliance with all applicable laws and not for any unlawful purpose. Without limiting the foregoing, use, display or distribution of TuckFlow together with

material that is pornographic, racist, vulgar, obscene, defamatory, libelous, abusive, promoting hatred, discriminating or displaying prejudice based on religion, ethnic heritage, race, sexual orientation or age is strictly prohibited.

Each licensed copy of TuckFlow may be used on one single computer location by one user. Use of TuckFlow means that you have loaded, installed, or run TuckFlow on a computer or similar device. If you install TuckFlow onto a multi-user platform, server or network, each and every individual user of TuckFlow must be licensed separately.

You may make one copy of TuckFlow for backup purposes, providing you only have one copy installed on one computer being used by one person. Other users may not use your copy of TuckFlow. The assignment, sublicense, networking, sale, or distribution of copies of TuckFlow are strictly forbidden without the prior written consent of TuckFlow. It is a violation of this agreement to assign, sell, share, loan, rent, lease, borrow, network or transfer the use of TuckFlow. If any person other than yourself uses TuckFlow registered in your name, regardless of whether it is at the same time or different times, then this agreement is being violated and you are responsible for that violation!

If the administration notices various illegal violations that do not comply with the application policy, then you will be blocked.

3.3 Copyright Restriction

This Software contains copyrighted material, trade secrets and other proprietary material. You shall not, and shall not attempt to, modify, reverse engineer, disassemble or decompile TuckFlow. Nor can you create any derivative works or other works that are based upon or derived from TuckFlow in whole or in part.

TuckFlow's name, logo and graphics file that represents TuckFlow shall not be used in any way to promote products developed with TuckFlow. TuckFlow retains sole and exclusive ownership of all right, title and interest in and to TuckFlow and all Intellectual Property rights relating thereto.

Copyright law and international copyright treaty provisions protect all parts of TuckFlow, products and services. No program, code, part, image, audio sample, or text may be copied or used in any way by the user except as intended within the bounds of the single user program. All rights not expressly granted hereunder are reserved for TuckFlow.

3.4 Limitation of Responsibility

You will indemnify, hold harmless, and defend TuckFlow , its employees, agents and distributors against any and all claims, proceedings, demand and costs resulting from or in any way connected with your use of TuckFlow's Software.

In no event (including, without limitation, in the event of negligence) will TuckFlow , its employees, agents or distributors be liable for any consequential, incidental, indirect, special

or punitive damages whatsoever (including, without limitation, damages for loss of profits, loss of use, business interruption, loss of information or data, or pecuniary loss), in connection with or arising out of or related to this Agreement, TuckFlow or the use or inability to use TuckFlow or the furnishing, performance or use of any other matters hereunder whether based upon contract, tort or any other theory including negligence.

TuckFlow's entire liability, without exception, is limited to the customers' reimbursement of the purchase price of the Software (maximum being the lesser of the amount paid by you and the suggested retail price as listed by TuckFlow) in exchange for the return of the product, all copies, registration papers and manuals, and all materials that constitute a transfer of license from the customer back to TuckFlow.

3.5 Warranties

Except as expressly stated in writing, TuckFlow makes no representation or warranties in respect of this Software and expressly excludes all other warranties, expressed or implied, oral or written, including, without limitation, any implied warranties of merchantable quality or fitness for a particular purpose.

3.6 Governing Law

This Agreement shall be governed by the law of the Russian Federation applicable therein. You hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of Russian Federation therefrom. If any provision shall be considered unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this License and not affect the validity and enforceability of any other provisions.

3.7 Termination

Any failure to comply with the terms and conditions of this Agreement will result in automatic and immediate termination of this license. Upon termination of this license granted herein for any reason, you agree to immediately cease use of TuckFlow and destroy all copies of TuckFlow supplied under this Agreement. The financial obligations incurred by you shall survive the expiration or termination of this license.

4. DISCLAIMER OF WARRANTY

THIS SOFTWARE AND THE ACCOMPANYING FILES ARE SOLD "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED. THIS DISCLAIMER CONCERNS ALL FILES GENERATED AND EDITED BY TuckFlow AS WELL.

5. CONSENT OF USE OF DATA

You agree that TuckFlow may collect and use information gathered in any manner as part of the product support services provided to you, if any, related to TuckFlow. TuckFlow may also use this information to provide notices to you which may be of use or interest to you.