

# HushTags - Early Release End User License Agreement

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## End-User License Agreement ("Agreement")

Last updated: January 10, 2018

Please read this End-User License Agreement ("Agreement") carefully before agreeing to participate in this prerelease version of HushTags, hereto referred to as the "Application." Also, please refrain from calling this release a "beta." No legal recourse will be sought for doing so, but we're trying to cultivate an image here.

By activating your invitation code, downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

### License

Creative Cretin, LLC, the company behind HushTags, grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement. If you intend to use this version of the Application in a commercial setting, please contact Creative Cretin, LLC for terms, restrictions, and a proper license at the company page <https://cretin.co>.

### Restrictions

You agree not to, and you will not permit others to:

- a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.
- b) Use the Application either overtly or covertly for illegal or malicious intents. Legality falls within the jurisdiction of the geographical location of the person reviewing this agreement and in which the app is being used. Local law should be reviewed to ensure personal compliances are met in regard to the use of the app.
- c) Decompile, disassemble, reverse engineer, alter the basic behavior of the Application, or otherwise tamper with the software that makes up the application whether academically or maliciously for any reason.
- d) Advertise or promote the Application using channels or messaging not approved by Creative Cretin, LLC beforehand.

e) Rebrand or claim ownership of the Application or any of its components.

## **Modifications to Application**

Creative Cretin, LLC reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

Users will typically be informed of minor changes the the Application as they are delivered, and larger changes may warrant the user's participation in acquiring and/or installing new versions of the Application. No guarantees are issued or implied as to the timeliness, convenience, or visibility of such updates.

While neither expected nor intentional, it may happen that the Application may lose some or all user data related to the Application during an update. No warranty is granted as to the reliability or any user data created during normal use of the Application. Neither the Application nor Creative Cretin, LLC are able to restore data that may have been lost due to a customer action or software update.

## **Personal Information and Privacy**

The application makes no attempts to collect, aggregate, or transfer personal data without the user's consent. During the prerelease, the app will collect small amounts of statistical and usage data. No user identifiable data will ever be collected or transmitted.

No warranty is made or implied in regards to the safety of a user's anonymity while using the Application. It is the sole responsibility of the user to safeguard their personal identity and control what is exposed to others while using the Application.

## **Term and Termination**

This Agreement shall remain in effect until terminated by you or Creative Cretin, LLC.

Creative Cretin, LLC 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 Creative Cretin, LLC, in the event that you fail to comply with any provision of this Agreement. Flagrant violation of the terms set forth in this agreement may also lead to expulsion from the use of the prerelease version of the Application, or future versions of the Application. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your desktop.

## **Severability**

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.

### **Amendments to this Agreement**

Creative Cretin, LLC reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

### **Contact Information**

If you have any questions about this Agreement, please contact us.

Creative Cretin, LLC

<https://cretin.co/>

[info@cretin.co](mailto:info@cretin.co)