EasyVoc End-User License Agreement

This End-User License Agreement (the "Agreement") is a legal agreement between you and EasyVoc for the use of the EasyVoc application (the "Software"). By downloading, installing, accessing, or using the Software, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to the terms of this Agreement, do not download, install, access, or use the Software.

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The license granted to you under this Agreement will automatically terminate if you fail to comply with any term of this Agreement. In such an event, you must immediately stop using the Software and destroy all copies of the Software in your possession.

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The Software is licensed, not sold, to you for use only under the terms of this Agreement. EasyVoc and its licensors retain ownership of the Software and all intellectual property rights related to the Software.

Warranty Disclaimer

The Software is provided "AS IS", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event shall EasyVoc be li able for any claim, damages, or other liability, whether in an action of contract, tort, or otherwise, arising from, out o f, or in connection with the use of the Software or the provision of or failure to provide support services.

Governing Law

This Agreement will be governed by the laws of the United States, without reference to its choice of law rules. Any disputes arising under or in connection with this Agreement will be resolved in accordance with the rules of the Ame rican Arbitration Association.

Entire Agreement

This Agreement constitutes the entire agreement between you and EasyVoc with respect to the use of the Software a nd supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Severability

If any provision of this Agreement is found to be illegal or unenforceable, the remaining provisions will remain in full force and effect.

Amendments

EasyVoc reserves the right, at its sole discretion, to modify or replace this Agreement at any time. Your continued us e of the Software following any such change constitutes your acceptance of the new terms and conditions.

Limited Liability

Under no circumstances shall EasyVoc be liable to you for any indirect, incidental, special, punitive, or consequentia l damages arising out of the use or inability to use the Software, even if EasyVoc has been advised of the possibility of such damages. In no event shall EasyVoc's total liability to you for all damages exceed the amount paid by you for the Software.

Indemnification

You agree to indemnify, defend, and hold harmless EasyVoc and its affiliates, officers, agents, and employees from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorney's fees, arising out of or in any way connected with your access to or use of the Software, or your violation of this Agreement.

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You acknowledge that the Software may be subject to export laws and regulations of the United States. You agree to comply with all applicable export laws and regulations.

Assignment

This Agreement may not be assigned by you without the prior written approval of EasyVoc, and any attempted assig nment without such approval will be null and void. EasyVoc may assign this Agreement without your prior written c onsent to any third party.

Survival

The provisions of this Agreement regarding ownership, warranty disclaimer, governing law, severability, amendmen ts, and survival will survive any termination of this Agreement.