

# Terms and Conditions

Last updated: 7 July 2024

Please read these terms and conditions carefully before using the App.

## Interpretations and Definitions

### Interpretations

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural, except for “the App”, which always appears in singular form when referring to the application developed by us.

All definitions and interpretations of words and phrases used in these Terms and Conditions shall be applicable regardless of whether such words or phrases appear in uppercase, lowercase, or a combination of both, except for “the App”.

### Definitions

For the purposes of these Terms and Conditions:

**Application** (referred to as “the App”) means the mobile software developed by us, downloaded by you on any electronic device, named “Image-to-Text with Letter Mirroring”.

**Application Store** means the digital distribution app operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.

**Developer** (referred to as either “the Developer”, “We”, “Us” or “Our” in this Agreement) refers to developer of the App, eGraphene.net.

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

**Terms and Conditions** (also referred as “Terms” or “Terms of Service”) mean these Terms and Conditions that form the entire agreement between you and us regarding the use of the App.

**Third-party Social Media app** means any apps or content (including data, information, products or apps) provided by a third-party that may be displayed, included or made available by the App.

**User Generated Content** (referred as “user content”) means any and all information, data, text, images, photos, files, or other materials that you upload, post, transmit, or otherwise makes available to the App.

**You** (or “your”) means the individuals, group or organization accessing or using the free or paid version of the App.

## Acknowledgment

These are the Terms and Conditions governing the use of the App and the agreement that operates between you and us. These Terms and Conditions set out the rights and obligations of all users regarding the use of the App.

Your access to and use of the App is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the App.

By accessing or using the App you agree to be bound by these Terms and Conditions. If you disagree with any part of these Terms and Conditions then you are prohibited from accessing or using the App. These Terms and Conditions constitutes a binding legal contract between you and us.

You must be at least 13 years old or the minimum age required in your country to consent to use the App. If you are under 13 you must have your parent or legal guardian’s permission to use the App.

Your access to and use of the App is also conditioned on your acceptance of and compliance with our Privacy Policy. Please read our Privacy Policy carefully before using the App.

## License Grant

Subject to the terms and conditions set forth in this Agreement, we hereby grant you a limited, non-transferable, non-assignable, non-exclusive license to download, install, and use one copy of the App on a single device, solely for your personal, non-commercial use.

Any commercial use of the App is prohibited unless explicitly authorized by us through a separate written agreement. The terms and conditions of this Agreement do not apply to commercial use of the App, and any such use shall be subject to the terms and conditions of the applicable separate agreement.

## In-App Products

By purchasing any in-app products, including, but not limited to the Premium account, you agree to pay the applicable fees and taxes. We reserve the right to manage, regulate, control, modify or eliminate any of our in-app products at any time, with or without notice. We reserve the right to update the pricing of any of our in-app products at any time, at our sole discretion. The transfer of the Premium account or any other in-app products is prohibited except with our prior written consent.

## Payment Processors

All financial transactions made in connection with the App will be processed by a third party in accordance with their respective terms of use and privacy policy. We encourage you to learn about the practices of such third party. In no event will we be responsible for the action or inactions of any third party payment processors, including, but not limited to system downtime or payment service outages.

## Refund Policy

All payments are nonrefundable. However, we may grant refunds on a case-to-case basis at our sole discretion.

## User Conduct

By using the App, you agree not to engage in any of the following activities:

1. Use the App for any purpose that is unlawful, fraudulent, or otherwise prohibited by applicable law, including, but not limited to, violating intellectual property rights, privacy rights, or any other rights of third parties.
2. Copy, modify, adapt, or create derivative works of the App, without our prior written consent. This rule does not apply to open-source components or libraries, which are regulated by their respective licenses or agreements.
3. Reverse engineering the Apps or underlying technology to extract trade secrets or other proprietary information, except as allowed by applicable law.
4. Introduce malware, spamming, hacking or jailbreaking, or attempt to overload the underlying hardware or infrastructure.
5. Attempt to gain unauthorized access to the App.
6. Use the App to provide services that encourage, facilitate, or promote illegal activities, or violate any applicable laws or regulations.

Any failure to comply with these rules or applicable laws may result in the immediate termination of your right to use the App, without notice. We reserve the right to take such action at our sole discretion, and our failure to do so immediately or in a particular instance shall not be construed as our condoning, approving, or being complicit in any illegal activity. You acknowledge that we shall not be liable for your actions or breach of the law.

## Intellectual Property Rights

The owner of eGraphene.net brand and domain name, John Goh Kheng Hean, owns and retains all intellectual property rights, including, but not limited to, copyrights, trademarks in and to the App, the app's source code, as well as the brand and domain name eGraphene.net, including any changes, modifications, or corrections. The ownership rights include, but are not limited to, all rights to reproduce, distribute, display, and create derivative works of the App.

The App includes open-source and proprietary third-party components or libraries, which are regulated by their respective licenses or agreements. You agree to comply with the terms and conditions of such licenses or agreements.

## User Generated Content

You retain all rights, titles, and interests in and to any images, photos, texts, or other content that you upload, or otherwise transmit through the App.

By uploading, posting, or transmitting user content, you agree that:

1. You own or have the necessary licenses, rights, consents, and permissions to use and display such user content.
2. Your uploaded content does not infringe, misappropriate, or violate any intellectual property rights, privacy rights, or other rights of any third party.
3. Your uploaded content complies with all applicable laws and regulations.
4. You will not upload any content that is defamatory, libelous, obscene, pornographic, or otherwise offensive or illegal.

We do not upload, store or transmit any of your user content. For more information on please see our Privacy Policy.

## Links to Other Websites

The app may contain links to third-party web sites or services that are not owned or controlled by us.

We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party web sites or apps. You further acknowledge and agree that we shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or apps available on or through any such web sites or apps.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or apps that you visit.

## Termination

We may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms and Conditions. Upon termination, your right to use the App will cease immediately.

## Limitation of Liability

NEITHER WE NOR ANY OF OUR AFFILIATES, LICENSORS OR SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE APP THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE OR ONE HUNDRED UNITED STATES DOLLARS (US\$100). THE LIMITATIONS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## Disclaimer of Warranties

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE, ON OUR OWN BEHALF AND ON BEHALF OF OUR AFFILIATES, LICENSORS OR SUPPLIERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APP, 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. WE PROVIDE NO WARRANTY OR UNDERTAKING AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APP WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR APPS, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

NEITHER WE NOR ANY OF OUR PROVIDER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OR AVAILABILITY OF THE APP, OR THE INFORMATION, CONTENT, AND MATERIALS OR PRODUCTS INCLUDED; (II) THAT THE APP WILL BE UNINTERRUPTED OR ERROR-FREE, (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR CONTENT PROVIDED THROUGH THE APP OR (IV) AS TO THE SAFETY OF THE APP TO BE FREE FROM HARMFUL COMPONENTS THAT COULD POTENTIALLY AFFECT THE PERFORMANCE, SECURITY OR INTEGRITY OF YOUR DEVICE OR DATA. YOU ACKNOWLEDGE THAT THERE ARE INHERENT RISKS ASSOCIATED WITH DOWNLOADING AND INSTALLING SOFTWARE, AND YOU ASSUME ALL RISKS AND LIABILITIES ARISING FROM SUCH RISKS.

## Indemnity

To the extent permitted by law, you agree to indemnify and hold harmless us or any of our affiliates, licensors, or suppliers, from and against any costs, losses, liabilities, and expenses

(including legal fees) from third party claims arising out of or relating to your use of the App or any violation of these Terms.

## Governing Law

The laws of Malaysia shall govern these Terms and your use of the App.

## Dispute Resolution

Prior to any legal action, you agree to officially write to us to resolve any dispute or claim. If we are unable to respond within 60 days, you have the right to initiate arbitration.

You hereby agree that any dispute or claim arising out of or related to these Terms and Conditions will be resolved through arbitration, rather than trial or lawsuit, but only after the parties have mutually agreed upon an individual or organization to conduct the arbitration. The arbitration will be conducted through video conference or telepresence, if possible, but if the arbitrator determines a hearing should be conducted in person, the location will be mutually agreed upon.

Furthermore, each party may choose to represent themselves but has the right to be represented by counsel during the arbitration process. You agree to be responsible for your own legal fees and expenses under any circumstances. The arbitration process shall be conducted in the English language.

## Translation Interpretation

The Terms and Conditions may have been translated if we have made them available to you on the App. You agree that the original English text shall prevail in the case of a dispute.

## Assignment

You may not assign or transfer any rights or obligations under these Terms and any attempt to do so will be void. We may assign our rights or obligations under these Terms to any affiliate, subsidiary, or successor in interest of any business associated with our Services.

## Changes to These Terms and Conditions

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will make reasonable efforts to provide at least seven (7) days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use the App after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the App.