



About this Agreement

While we legally have to include our formal **Terms of Service and Use**, here are the terms to which we would most like you to agree:

May you do good and not evil. May you find forgiveness for yourself and forgive others. May you share freely, never taking more than you give. We will do the same.

Endless Mobile, Inc. has created EndlessOS to inspire and to empower. In all that we do, we try to stay true to those principles we and always remember to appreciate and respect our users. That means that we only take and share information that we need, and we do so with the intent of making EndlessOS better for our users with each and every new release.

We ask that you respect us in return, including our Terms of Service and Use, and those of Third Party Software providers whose services you access through EndlessOS. With mutual respect and a desire to do good, together we can do amazing things.

So please read our policies below, and know that they are meant to protect something precious: you, and those around you.

Software License Agreement

1. Our Terms of Service and Use.

By using EndlessOS, you are agreeing to this Software License Agreement (“License”), its Terms of Service and Use, and all applicable laws and regulations, and you agree that you are responsible for complying with any applicable local laws.

Endless Mobile, Inc. (“Endless”) and the Endless operating system (“EndlessOS”) are protected by copyright and trademark laws. If you do not agree with any of our terms, you are prohibited from using or accessing EndlessOS, and we ask that you do not install or use EndlessOS. If you acquired EndlessOS as part of an Endless Mobile, Inc. hardware (“Endless product”) purchase and do not agree to the terms of this license, you may return the entire unused Endless product within the return period to the authorized distributor where you purchased it for a refund of the purchase price.

2. Your right to use this product.

To the extent that this software may be used to reproduce, modify, publish or distribute materials, it is licensed to you only for reproduction, modification, publication and distribution of non-copyrighted materials, materials for which you own the copyright, or materials you are

authorized or legally permitted to reproduce, modify, publish or distribute. If you are uncertain about your right to copy, modify, publish or distribute any material, you should contact your legal advisor.

Endless licenses, and does not sell, the following for use only under the terms of this License: EndlessOS, any third party software, documentation, interfaces, content, fonts and any data accompanying this License whether preinstalled on EndlessOS and Endless affiliate-branded hardware, on disk, in read only memory, on any other media or in any other form (collectively called "EndlessOS").

Endless and/or Endless' licensors retain ownership of EndlessOS itself and reserve all rights not expressly granted to you.

You agree that the terms of this License will also apply to any Endless-branded application software product that may be pre-installed on your Endless-branded hardware, unless such product is accompanied by a separate license, in which case you agree to the terms of that license and that those terms will govern your use of that product.

Subject to the terms and conditions of this License, you may use the fonts included with EndlessOS to display and print content while running EndlessOS; however, you may only embed fonts in content if that is permitted by the embedding restrictions accompanying the font in question.

A. Open Source and Third Party Software

You can find our detailed *Third Party Software Agreement* and a list of all the third party software and open source components and software (collectively labeled the "Open-Sourced Components" for purposes of this License) [included with EndlessOS](#). You agree to use third party software in accordance with this policy.

You may modify or replace Open-Sourced Components as long as: (i) the resultant modified EndlessOS is used in place of the unmodified EndlessOS on Endless-branded computers that you own or control, and as long as each such Endless product has a properly licensed copy of EndlessOS on it; and (ii) you otherwise comply with the terms of this License and any applicable licensing terms governing use of the Open-Sourced Components.

Endless will not provide any updates, maintenance, warranty, technical or other support, or services for the resultant modified EndlessOS. Similarly, Endless will not provide any updates, maintenance, warranty, technical or other support, or services for third party software and services. You use EndlessOS and any hardware product at your own risk.

You expressly acknowledge that if failure or damage to Endless hardware results from modification of the Open-Sourced Components of EndlessOS, or installation of third party

software on EndlessOS, such failure or damage is excluded from the terms of the Endless hardware warranty.

B. Updates.

At its discretion, Endless may make available future updates to the EndlessOS for your Endless-branded computer. If your computer is connected to the Internet, EndlessOS will periodically check our servers for updates to EndlessOS, and if an update is available, the update may automatically download and install onto your device.

By using EndlessOS, you agree that your device may download and install automatic updates from Endless without user confirmation. It is possible to turn off automatic updates at any time by changing the automatic updates settings found within System Preferences.

These updates, if any, may not necessarily include all existing software features or new features that Endless releases for newer or other models of Endless-branded computers. The terms of this License will govern any software updates provided by Endless that replace and/or supplement the original EndlessOS product, unless such update is accompanied by a separate license in which case the terms of that license will govern.

C. Backup Copies.

You may copy EndlessOS in machine-readable form for backup purposes only, provided that the backup copy is only for personal use. Some code and firmware is provided only for use on Endless-branded hardware and you may not copy, modify or redistribute any parts of that code or firmware, or any portions thereof.

D. No Reverse Engineering.

You agree not to copy, or enable others to copy (except as expressly permitted by this License), decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of EndlessOS or any services provided by EndlessOS or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or by licensing terms governing use of Open-Sourced Components that may be included with EndlessOS).

3. Data Collection and Privacy Policy.

Endless may collect information from time to time to better diagnose problems that may occur on EndlessOS and third party services. At all times your information will be treated in accordance with Endless' Privacy Policy, which is incorporated by reference into this License and can be viewed below.

4. Termination.

This License is effective until terminated.

Your rights under this License will terminate automatically or otherwise cease to be effective without notice from Endless if you fail to comply with any term(s) of this License.

Upon the termination of this License, you shall cease all use of EndlessOS and destroy all copies, full or partial, of EndlessOS.

In the case that one or more section(s) of this License is struck down, all other sections will remain intact and effective.

5. Disclaimer of Warranties.

If you are a user of EndlessOS, you may have legal rights in your country of residence which would prohibit the following limitations from applying to you, and where prohibited they will not apply to you. To find out more about rights, you should contact a local consumer advice organization.

A. Use at your own risk.

You acknowledge and agree that use of EndlessOS and all Services performed by or accessed through EndlessOS is at your own risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you.

EndlessOS and Service are provided “as is” and “as available,” with all faults and without warranty of any kind. Endless and Endless’ Licensors (collectively referred to as “Endless” for the purposes of sections 6 and 7) hereby disclaim all warranties and conditions with respect to EndlessOS and Services, either express, implied, or statutory, including but not limited to the implied warranties and/or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, and non-infringement of third party rights.

Endless does not warrant against interference with your enjoyment of EndlessOS and Services, that the functions contained in or services performed or provided by EndlesOS will meet your requirements, that the operation of EndlessOS or services will be uninterrupted or error-free, that any Services will continue to be made available, that EndlessOS or Services will be compatible or work with any third party software, applications or third party services, or that defects in EndlessOS or Services will be corrected. Installation of EndlessOS may affect the usability of third party software, applications or third party services.

B. Delays and errors.

You further acknowledge that EndlessOS and Services are not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in the content, data, or information provided by EndlessOS or Services could lead to death, personal injury, or severe physical or environmental damage, including without limitation the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support or weapons systems.

C. You are responsible for the cost of repairs.

No oral or written information or advice given by Endless or an Endless authorized representative shall create a warranty beyond what is specified by the terms of this document, or otherwise applicable by local law in your jurisdiction. Should EndlessOS or Services prove defective and thereby incur any damage, you assume the entire cost of all necessary servicing, repair or correction. This clause applies wherever local jurisdictions do not disallow it.

6. Limited Liability.

To the extent not prohibited by applicable law, in no event shall Endless be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including without limitation, damages for loss of profits, corruption or loss of data, failure to transmit or receive any data or information, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use EndlessOS or Services or any third party software or applications in conjunction with EndlessOS or Services, however caused, regardless of the theory of liability (contract, tort, or otherwise) and even if Endless has been advised of the possibility of such damages.

In no event shall Endless' total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty US dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

7. Digital Certificates.

EndlessOS contains functionality that allows it to accept digital certificates either issued from Endless or from third parties. You are solely responsible for deciding whether or not to rely on a certificate whether issued by Endless or a Third Party.

8. Controlling Law and Severability.

This License will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles.

This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

9. Complete Agreement; Governing Language.

This License constitutes the entire agreement between you and Endless relating to the use of EndlessOS and supersedes all prior or contemporaneous understandings regarding such subject matter.

No amendment to or modification of this License will be binding unless in writing and signed by Endless. Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern, to the extent not prohibited by local law in your jurisdiction.

10. Terms of Use Modifications.

We may revise these terms of use at any time without notice. By using this service you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

Hoorah! You made it.

Enjoy EndlessOS!

Privacy Policy

Your privacy is very important to us and any personal information we collect is to help make our product better for you. We have created this Policy to help you understand how we collect, use, communicate and disclose your personal information, and so that you better understand the principles we bind ourselves by as we collect it.

We will let you know:

Before or at the time of collecting any personal information, we will let you know why we are collecting your information. We will then use the information to fulfill those specified purposes or to fulfill compatible purposes, unless you tell us not to, or unless the law prohibits the intended use.

We will be honest:

We will collect personal information by lawful and fair means, with the knowledge or consent of the individual concerned.

Accuracy:

We will do our best to make sure the data we collect is as accurate, complete, and as up-to-date as possible. That way, we can use it to give you the best services possible.

Your security matters:

We will protect to the best of our ability any personal information gathered by us for the purposes described above by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification. We ask that you do your part to create strong passwords and safeguard your computer to make sure that your information remains protected.

Retaining information:

We will only retain personal information long enough to fulfill the specified purposes.

Gathering Metrics:

We collect metrics to help make EndlessOS better for you. If you choose to allow metrics for diagnostic and usage collection, you agree that Endless and its subsidiaries and agents may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to unique system or hardware identifiers, information about your computer, system and application software, and peripherals. We gather these metrics periodically to provide and improve Endless' products and services, facilitate the provision of software updates, product support and other services to you (if any) related to EndlessOS, and to verify compliance with the terms of this License. Endless may use this information at its sole discretion, as long as it is collected in a form that does not personally identify you.

To enable Endless' partners and third party developers to improve their software, hardware and services designed for use with Endless products, Endless may also provide any such partner or third party developer with a subset of diagnostic information that is relevant to that partner's or developer's software, hardware and/or services, as long as the diagnostic information is in a form that does not personally identify you.

You may change your preferences for metrics collection at any time by going to the Privacy section in the Settings section in EndlessOS and deselecting the checkbox.

Transparency:

We will make sure our users can access information about our policies and practices relating to the management of personal information.

We want you to have a wonderful experience using EndlessOS, and are committed to upholding the above principles and ensuring that your confidential personal information is protected and maintained.

Third Party Software

Endless has provided as part of the EndlessOS package, and may provide as an update or supplement to EndlessOS, access to certain third party software or services in order to provide an exceptional experience for you. This Third Party Software Policy (hereforth referred to as the “Policy”), sets out to inform you of the third party software, free and open source software, and services we use (collectively referred to as the “Third Party Services”), and to what you are agreeing as part of your agreement to use EndlessOS in our main *Software License Agreement*.

1. Services and Third Party Materials.

EndlessOS may enable access to the Endless App Store and other Endless and third party services and web sites, including free and open source software (collectively and individually, “Services”). Use of some of these Services requires internet access and use of certain Services may require you to accept additional terms and may be subject to additional fees.

A. Objectionable Content.

You understand that by using any of the Services, you may encounter content that may be deemed offensive, indecent, objectionable or identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. You agree to use the Services at your sole risk and you agree that Endless shall have no liability to you for content that may be found to be offensive, indecent, or objectionable.

B. Third Party Materials.

Certain Services may display, include or make available content, data, information, applications or materials from third parties (“Third Party Materials”) or provide links to certain third party websites.

By using the Services, you acknowledge and agree that Endless is not responsible for examining or evaluating the accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party materials, service, content or websites. Endless and its officers, affiliates and subsidiaries do not warrant or endorse and do not assume any liability or responsibility to you or any other person for any Third Party Materials or websites, or for any other materials, products or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to you.

Neither Endless nor any of its content providers guarantees the availability, accuracy, completeness, reliability, or timeliness of Third Party Material information, location data or any

other data displayed by any Services. You agree to use Services and Third Party Materials at your own risk.

C. Intellectual Property Rights.

The title and intellectual property rights to any content displayed by or accessed through EndlessOS belongs to the respective content owner. Such content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing such content. Neither the Software License to which you agreed nor this Policy grants you any rights to use such content, nor does it guarantee that such content will continue to be available to you. No portion of the Services may be reproduced in any form or by any means without the explicit consent of the appropriate copyright owner. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner.

D. Technical Support.

To the extent that EndlessOS contains or provides access to any third party software or services, EndlessOS has no express or implied obligation to provide any technical or other support for such software or services. Please contact the appropriate software vendor, manufacturer or service provider directly for technical support and customer service related to its software, service and/or products.

E. Responsible Use.

To the extent that you upload any content through the use of the Services, you represent that you own all rights to, or have authorization or are otherwise legally permitted to, upload such content and that such content does not violate any terms of service applicable to the Services or any laws in your jurisdiction.

You shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, using the Services to transmit any computer viruses, worms, trojan horses or other malware, either by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Endless is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, infringing or illegal messages or transmissions that you may receive as a result of using any of the Services.

F. Appropriate Content By Location.

Services and Third Party Materials that may be accessed, linked to or displayed through EndlessOS may not be available in all languages or in all countries. Endless makes no representation that such Services and Third Party Materials are appropriate or available for use

in any particular location.

To the extent you choose to use or access such Services or Third Party Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws and privacy and data collection laws. Endless and its licensors reserve the right to change, suspend, remove, or disable access to any Services at any time without notice.

In no event will Endless be liable for the removal of or disabling of access to any such Services. Endless may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

2. Specific Licenses

The following licenses are such an integral part of EndlessOS that we wish to highlight them as being a part of the EndlessOS package, and therefore you should make sure to read them. This list is not comprehensive of all third party software and relevant licenses, so please make sure to read the full list of third party and free and open source software further below.

A. Google.

Use of the Google Services is subject to the Google Terms of Service (http://www.google.com/terms_of_service.html) and to Google's Privacy Policy (<http://www.google.com/privacypolicy.html>).

B. GNU.

Certain software libraries and other third party software included with EndlessOS are free software and licensed under the terms of the GNU General Public License (GPL) or the GNU Library/Lesser General Public License (LGPL). Please see the GNU General Public License for more information around GNU Licensing: <http://www.gnu.org/copyleft/gpl.html>.

The GPL/LGPL software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. A copy of the GPL and LGPL is included with EndlessOS. If you would like a copy of the GPL source code used in EndlessOS, please write to Endless at one of the options described in Section 3 below.

3. Accuracy and Completeness

Endless has sought to provide complete and accurate licensing information for all Services; however, Endless does not represent or warrant that the licensing information provided herein is correct or error-free.

Recipients of the product should investigate the identified Services packages to confirm the accuracy of the licensing information provided herein. Recipients are also encouraged to notify Endless of any inaccurate information or errors found in these notices by writing by post or sending an email to us as described below.

Certain Services licenses, such as the GNU General Public License, GNU Lesser (or Library) General Public License, and Mozilla Public License, require Endless to make available to recipients the source code corresponding to free and open source binaries distributed under those licenses. You may obtain a complete machine-readable copy of the source code for such free software under the terms of the GPL or LGPL, without charge except for the cost of media, shipping, and handling.

Recipients who would like to receive a copy of such source code should submit a request to Endless.

By post:

Endless Mobile
Attn: FOSS Requests
512 Second Street, Floor 3
San Francisco, CA 94105

Or by email:

legal@endlessm.com

NOTE: Endless displays some of the open-source packages we use on our public GitHub account, located at <https://github.com/endlessm>.

Please include the following in your requests:

- the Services packages for which you are requesting source code
- the Endless product and version number with which the requested Services package was distributed
- an email address and/or phone number at which Endless may contact you regarding the request (if available)
- the postal address for delivery of the requested source code

We will do our best to honor your requests in a timely manner.

4. Full List of Services Included in EndlessOS.

You can find that list [here](#).