

# **End User License Agreement (EULA)**

This End User License Agreement ("Agreement") is a legal agreement between you and Goalspire for the use of the Goalspire Todo/Goal Management Platform ("Platform").

## **1. License Grant**

Goalspire grants you a non-exclusive, non-transferable, revocable license to use the Platform in accordance with these terms.

## **2. Restrictions on Use**

You may not:

- Modify or create derivative works based on the Platform.
- Reverse engineer, decompile, disassemble, or attempt to discover the source code of the Platform.
- Remove or obscure any copyright, trademark, or other proprietary notices on the Platform.
- Use the Platform for any unlawful purpose or in any manner that violates these terms.

## **3. Intellectual Property Rights**

The Platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by Goalspire, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

## **4. Termination**

This Agreement will terminate automatically if you violate any of its terms. Upon termination, you must immediately cease all use of the Platform and destroy all copies of the Platform in your possession.

## **5. Disclaimer of Warranties**

THE PLATFORM IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. GOALSPIRE DOES NOT WARRANT THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE.

## **6. Limitation of Liability**

IN NO EVENT WILL GOALSPIRE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PLATFORM (INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE PLATFORM, LOSS OF DATA, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF GOALSPIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **7. Governing Law and Jurisdiction**

This Agreement and your use of the Platform will be governed by and construed in accordance with the laws of the jurisdiction in which Goalspire is located, without giving effect to any choice of law or conflict of law provisions. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the Platform will be instituted exclusively in the federal or state courts located in the jurisdiction in which Goalspire is located.

## **8. Entire Agreement**

This Agreement constitutes the entire agreement between you and Goalspire with respect to the Platform.

## **9. Contact Information**

If you have any questions about this Agreement or the Platform, you may contact us at **[contact@goalspire.net](mailto:contact@goalspire.net)**.

