# **EULA**

END USER LICENSE AGREEMENT

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Keylogger is licensed to You (End-User) by Keylogger, for use only under the terms of this License Agreement.

By downloading the Licensed Application from Google's software distribution platform ("Play Store"), and any update thereto (as permitted by this License Agreement), You indicate that You agree to be bound by all of the terms and conditions of this License Agreement, and that You accept this License Agreement. Play Store is referred to in this License Agreement as "Services."

The parties of this License Agreement acknowledge that the Services are not a Party to this License Agreement and are not bound by any provisions or obligations with regard to the Licensed Application, such as warranty, liability, maintenance and support thereof. Keylogger, not the Services, is solely responsible for the Licensed Application and the content thereof.

This License Agreement may not provide for usage rules for the Licensed Application that are in conflict with the latest <u>Google Play Terms of Service</u> ("Usage Rules"). Keylogger acknowledges that it had the opportunity to review the Usage Rules and this License Agreement is not conflicting with them.

Keylogger when purchased or downloaded through the Services, is licensed to You for use only under the terms of this License Agreement. The Licensor reserves all rights not expressly granted to You. Keylogger is to be used on devices that operate with Google's operating system ("Android").

#### 1. THE APPLICATION

Keylogger ("Licensed Application") is a piece of software created to facilitate users to keep track on the content they have typed on various applications inside their phone. For users who have typed draft texts, emails, job-applications etc they can use this app to find the content they typed at one place offline on their device. The application is customized for Android mobile devices ("Devices"). It is used to enable users to type once and forget, by logging texts that are typed on their phone. This is helpful for users to keep track of the texts, drafts for email, applications they lose accidentally. They can use this app to find the content they typed.

The Licensed Application is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Licensed Application. You may not use the Licensed Application in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

#### 2. SCOPE OF LICENSE

- 2.1 Licensor reserves the right to modify the terms and conditions of licensing.
- 2.2 Nothing in this license should be interpreted to restrict third-party terms. When using the Licensed Application, You must ensure that You comply with applicable third-party terms and conditions.

## 3. TECHNICAL REQUIREMENTS

- 3.1 The Licensed Application requires a firmware version 2.0.0 or higher. Licensor recommends using the latest version of the firmware.
- 3.2 You acknowledge that it is Your responsibility to confirm and determine that the app end-user device on which You intend to use the Licensed Application satisfies the technical specifications mentioned above.

3.3 Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

### 4. NO MAINTENANCE OR SUPPORT

- 4.1 Keylogger is not obligated, expressed or implied, to provide any maintenance, technical or other support for the Licensed Application.
- 4.2 Keylogger and the End-User acknowledge that the Services have no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

## 5. USE OF DATA

You acknowledge that Licensor will be able to access and adjust Your downloaded Licensed Application content and Your personal information, and that Licensor's use of such material and information is subject to Your legal agreements with Licensor and Licensor's privacy policy:

https://www.privacypolicygenerator.info/live.php?token=8HxnpvRVD0Y2iNHN7FUpccpzyBh amTGi.

You acknowledge that the Licensor may periodically collect and use technical data and related information about your device, system, and application software, and peripherals, offer product support, facilitate the software updates, and for purposes of providing other services to you (if any) related to the Licensed Application. Licensor may also use this information to improve its products or to provide services or technologies to you, as long as it is in a form that does not personally identify you.

## 6. USER-GENERATED CONTRIBUTIONS

The Licensed Application does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or in the Licensed Application, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Licensed Application and through third-party websites or applications. As such, any Contributions you transmit may be treated in accordance with the Licensed Application Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

- 1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- 2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Licensed Application, and other users of the Licensed Application to use your Contributions in any manner contemplated by the Licensed Application and this License Agreement.
- 3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness or each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Licensed Application and this License Agreement.
- 4. Your Contributions are not false, inaccurate, or misleading.
- 5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- 6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- 7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.

- 8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- 9. Your Contributions do not violate any applicable law, regulation, or rule.
- 10. Your Contributions do not violate the privacy or publicity rights of any third party.
- 11. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- 12. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- 13. Your Contributions do not otherwise violate, or link to material that violates, any provision of this License Agreement, or any applicable law or regulation.

Any use of the Licensed Application in violation of the foregoing violates this License Agreement and may result in, among other things, termination or suspension of your rights to use the Licensed Application.

#### 7. CONTRIBUTION LICENSE

You agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions of other feedback regarding the Licensed Application, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area in the Licensed Application. You are solely responsible for your Contributions to the Licensed Application and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

## 8. LIABILITY

8.1 Licensor takes no accountability or responsibility for any damages caused due to a breach of duties according to Section 2 of this License Agreement. To avoid data loss, You are required to make use of backup functions of the Licensed Application to the extent allowed by applicable third-party terms and conditions of use. You are aware that in case of alterations or manipulations of the Licensed Application, You will not have access to the Licensed Application.

8.2 Licensor takes no accountability and responsibility in case of User or any other party intentionally or unintentionally suffers loss or damage or any unwanted consequences including but not limited to legal, financial, personal, emotional or any other means.

8.3 Licensor takes no accountability and responsibility in case of User or any other party misusing the saved content or any other data intentionally or unintentionally.

8.4 Licensor takes no accountability and responsibility in case of any unlawful or unethical usage of the application intentionally or unintentionally.

8.5 Licensor takes no accountability and responsibility in case of Any legal or illegal consequences that may occur from using the app.

#### 9. CONTACT INFORMATION

For general inquiries, please contact:

cut2th3cha5e@gmail.com

#### 10. TERMINATION

The license is valid until terminated by Keylogger or by You. Your rights under this license will terminate automatically and without notice from Keylogger if You fail to adhere to any term(s) of this license. Upon License termination, You shall stop all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

## 11. MISCELLANEOUS

- 11.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.
- 11.2 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.