END USER LICENSE AGREEMENT (EULA)

Effective Date: Apr 6, 2025
App Name: Thumbly
Developer: Evren AY
Platform: iOS

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1. ACCEPTANCE OF TERMS

By downloading, installing, or using the "Thumbly" mobile application ("App"), you agree to be bound by the terms of this End User License Agreement ("EULA"). If you do not agree to the terms of this EULA, do not use the App.

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2. LICENSE GRANT

Subject to your compliance with this EULA, the Developer grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to:

- Download and install the App on a device you own or control.

- Use the App solely for your personal or commercial purposes under the terms of this EULA.

Please note that **Thumbly is not a free application**. Users must **purchase credits via in-app purchases** in order to perform certain actions and access full functionality within the App.

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3. RESTRICTIONS

You agree not to:

- Copy, modify, adapt, translate, or create derivative works based on the App;

- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the App;

- Remove, alter, or obscure any proprietary notices (including copyright or trademark notices) of the Developer or its affiliates;

- Use the App for any unlawful, harmful, or fraudulent activity;

- Use any automated means to access the App or extract data.

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4. OWNERSHIP

All rights, title, and interest in and to the App (including but not limited to all code, design, graphics, and content) are and will remain the exclusive property of the Developer. This EULA does not grant you any ownership rights in the App.

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5. CONTENT & INTELLECTUAL PROPERTY

The App may allow you to generate and save custom thumbnails. You retain ownership of the thumbnails you create, but you grant the Developer a worldwide, royalty-free, non-exclusive license to use aggregated and anonymized thumbnail data for analytics and improvement purposes.

You are responsible for ensuring that any content you create using the App does not infringe third-party rights, including copyright, trademark, or publicity rights.

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6. PRIVACY POLICY

Your use of the App is also governed by our [Privacy Policy](#), which outlines how we collect, use, and protect your data.

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7. TERMINATION

This EULA is effective until terminated. The Developer may terminate this agreement at any time without notice if you violate any term herein. Upon termination, you must cease all use of the App and delete all copies.

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8. DISCLAIMER OF WARRANTIES

The App is provided "AS IS" and "AS AVAILABLE" without warranties of any kind. The Developer makes no warranties, express or implied, including but not limited to merchantability, fitness for a particular purpose, or non-infringement.

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9. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Developer shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly.

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10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Developer from any claims, damages, liabilities, and expenses arising out of or related to your use of the App or violation of this EULA.

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11. UPDATES AND MODIFICATIONS

The Developer reserves the right to modify this EULA at any time. Continued use of the App following any such changes constitutes your acceptance of the updated terms.

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12. GOVERNING LAW

This EULA shall be governed by and construed in accordance with the laws of [Ülke/eyalet girin], without regard to its conflict of law provisions. All disputes shall be subject to the exclusive jurisdiction of the courts located in [Şehir, Ülke].

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13. CONTACT

If you have any questions regarding this EULA, you may contact us at:

Email: thumbly.app@yandex.com