

TERMS AND CONDITIONS / END USER LICENSE AGREEMENT (EULA) FOR DUST DETECTOR

Last Updated: 12/11/12

This document constitutes a legally binding agreement ("Agreement") between you (the "User" or "Licensee") and DustGuard Innovations, a Philippines corporation ("Licensor" or "Company"), collectively referred to as the "Parties," regarding the use of the dust detection software and related hardware components (collectively, the "Product"). By installing, accessing, or using the Product, you agree to be bound by the terms and conditions outlined below.

1. License Grant:

1.1 Scope of License: Subject to compliance with this EULA, Licensor grants User a limited, non-exclusive, transferable, and revocable license to use the associated hardware components necessary for the functionality of the Product.

1.2 Restrictions: User shall not reverse engineer, decompile, disassemble, attempt to derive the source code, or otherwise reduce the Software to human-readable form. User shall not sublicense, sell, lease, or distribute the Hardware components.

1.3 Permitted Users: The license is granted for use by a single user or, in the case of business users, for use by the specified number of users as outlined in the purchased license.

1.4 License Duration: This license is valid for the duration specified in the purchased license or, if no duration is specified, it is considered perpetual.

2. Ownership and Intellectual Property:

2.1 Ownership: The Hardware components and all associated intellectual property rights are and shall remain the exclusive property of Licensor.

2.2 Feedback: User may provide feedback regarding the Product. Licensor may use such feedback for any purpose without obligation to the User.

3. User Responsibilities:

3.1 **Compliance:** User agrees to comply with all applicable laws, regulations, and third-party agreements related to the use of the Product, including both Software and hardware components.

3.2 **Hardware Use:** User is responsible for using the hardware components only in conjunction with the provided Software and not with any unauthorized third-party software.

3.3 **Security:** User is responsible for maintaining the security of login credentials and ensuring the confidentiality of any information obtained through the use of the Product.

4. Warranty and Disclaimer:

4.1 **Limited Warranty:** Licensor warrants that the Hardware components will be free from defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase ("Warranty Period"). This limited warranty is non-transferable and applies only to the original purchaser of the Product.

4.2 **Warranty Exclusions:** This limited warranty does not cover damage caused by:

- a. Improper use, abuse, or neglect of the Product;
- b. Modification, alteration, or repair of the Product by anyone other than Licensor or an authorized representative;
- c. Failure to follow the instructions provided with the Product;
- d. Accidents, natural disasters, or other external causes.

4.3 **Voiding of Warranty:** Any attempt to disassemble the Product, except as expressly authorized in writing by Licensor, will void this limited warranty. The warranty will also be void if the Product is damaged due to any of the exclusions mentioned in Section 4.2.

4.4 **Exclusive Remedies:** In the event of a breach of the limited warranty, the original purchaser's sole and exclusive remedy shall be, at Licensor's option, either repair or replacement of the defective Product. To obtain warranty service, please contact [Your Customer Support] within the Warranty Period.

4.5 Disclaimer: EXCEPT AS EXPRESSLY STATED IN THIS SECTION, LICENSOR DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Termination:

5.1 Termination by User: User may terminate this agreement by ceasing to use the Product and, if applicable, uninstalling the Software from their devices. There is no requirement to return the hardware components.

5.2 Termination by Licensor: Licensor may terminate this agreement at any time, with or without cause, by providing notice to User.

6. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the Philippines. Any disputes arising under or in connection with this Agreement shall be resolved in the courts located within Philippines.

7. Miscellaneous:

7.1 Entire Agreement: This EULA constitutes the entire agreement between the Parties concerning the subject matter hereof.

7.2 Amendments: Licensor reserves the right to update and change these terms with notice provided to the User. Continued use of the Product after any such changes shall constitute User's consent to such changes.

8. Contact Information:

For questions regarding this EULA or warranty claims, please contact us at DustGuard@gmail.com .

By installing or using the Product, User acknowledges that they have read, understood, and agree to be bound by the terms and conditions of this EULA, including the limited warranty provisions.