# END USER LICENSE AGREEMENT

Please read this End-User License Agreement ("Agreement" or "EULA") carefully before using "wevedo", its any service or part. By using or accessing the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

This EULA creates a legal agreement between you ("you", "your" or "User") and "32bitcode.com" ("we", "us" or "our") for use of our software application "wevedo", either webbased platform made available to you at <a href="http://wevedo.com">http://wevedo.com</a> or mobile application (collectively referred to as "Application" and/or "App") including any associated updates, supplements, enhancements and/or upgrades, media, materials and electronic documentation.

If you do not agree to the terms and conditions of this Agreement, do not use or install the App.

### **License Grant**

We grant you a revocable, non-exclusive, non-transferable, non-assignable license and limited license to use the App solely for your personal or commercial purposes strictly in accordance with the terms of this Agreement. A "Commercial User" is defined as an individual or entity, or an individual acting on behalf of an entity, which use the App for commercial or business. We only authorize you to use this App on single account. You can use this App only as client App and the ownership of its source code, design or models is subjected to us. We shall have the right to audit your use to verify compliance with the license terms. You agree to cooperate with our audit and provide reasonable assistance and access to information. There is no any other license granted except written in this Agreement.

## Representations Concerning Age

You represent and warrant that you are at least thirteen (13) years old. Children under the age of thirteen (13) are not permitted to use our platform.

If you reside in a jurisdiction which restricts the use of internet-based applications according to age, or which restricts the ability to enter into agreements such as this EULA according to age and you are under such age limit, you may not enter into this EULA or use the App. By entering into this EULA, you represent that you have verified in your own jurisdiction that your use is permitted by law.

## **Intellectual Property Rights**

All rights, title and interest worldwide, including all associated intellectual property rights in and to the App are owned by us.

# **Third-Party Services**

The App may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that we shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. We do not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

## Privacy

By using and accessing the App, you agree to the collection, retention, processing, and use of your information such as name, telephone number, e-mail address, age, subject, location, etc. which can be used to uniquely identify for the purpose of the services. We collect your information to provide you with the best customer experience possible. We intended to protect your information from being intercepted, accessed, used, or disclosed by unauthorized persons. Your information may also be accessible to the third parties during the usage of App and we will not be responsible if your confidential information becomes accessible to third parties during the usage of App.

We will not be liable if your data, process, documents, etc. partly or fully distorted or lost and it is your own discretion to prevent access to your device for any misuse outside or within the organization. If you do not wish to have your data processed, then you must not use the App.

## **Term & Termination**

- This Agreement shall remain in effect until terminated by you or us.
- We may, in our sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.
- This Agreement will be terminated immediately, without prior notice from us, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the App and all copies thereof from your electronic devices.
- Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your devices.
- Termination of this Agreement will not limit any of our rights or remedies at law or in equity
  in case of breach by you (during the term of this Agreement) of any of your obligations
  under the present Agreement.

# **Entire Agreement**

The Agreement constitutes the entire agreement between you and us regarding your use of the App and supersedes all prior and contemporaneous written or oral agreements between you and us. You may be subject to additional terms and conditions that apply when you use or purchase our other services, which we will provide to you at the time of such use or purchase.

### **Prohibited Behavior**

You agree to use the App solely for your own lawful personal or business needs. You are responsible for all content, including photographs, images, video and audio content that you transmit, disclose, disseminate or otherwise distribute, or content that you elicit and/or collect and/or store using the Application (collectively, "User Content") and you shall not take any unlawful or improper actions with respect to such User Content in our violation or any third parties' rights or applicable laws. You agree not to use the App to engage in any of the Prohibited Behavior. The content transmitted or distributed through the App may not be appropriate or satisfactory for your use, and you should verify all content before relying on it.

### **Passwords**

To protect your personal information, access to the App requires submission of login and password information to create a user Account. The login and password are for your personal use only and are not transferable. You may not share your login or password with any other individual. You agree that you will be responsible for maintaining your password as confidential and for any activity that occurs as a result of your enabling or permitting another person or entity to use your password. You agree to immediately notify us in the event that: (i) your password is lost or stolen; or (ii) you become aware of any unauthorized use of your password or of any other breach of security related to the App. We are not responsible for any loss or damage arising from your failure to comply with the provisions of this section.

## **Governing Law**

The laws of **the United Kingdom**, excluding its conflicts of law rules, shall govern this Agreement and your use of the App. Your use of the App may also be subject to your local, state, national, or international laws.

## **Dispute Resolution**

User shall first contact with us regarding any claim or controversy arising out of or relating to this EULA, or any breach thereof. In the event such claim or controversy cannot be resolved informally, User and we agree to try in good faith to settle the dispute by mediation under the Arbitration Laws, before resorting to arbitration. Any claim or controversy arising out of or relating to this EULA, or any breach thereof, except such claims or controversies for which injunctive relief is available, that cannot be resolved by mediation within 30 days shall be finally settled by arbitration administered by the Authority in accordance with its Commercial Arbitration Rules including the Supplementary Procedures for Consumer-Related Disputes and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## **Liabilities Disclaimer**

NEITHER WE NOR ANY OF OUR LICENSORS, AGENTS OR CONTRACTORS IN CONNECTION WITH THE APP SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY LOSS OF DATA, INTERRUPTION, DEVICE FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE APP WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE APP IS TO DE-INSTALL AND CEASE TO USE THE APP. YOU MAY USE THE APP WITHIN THE LIMITATIONS OF YOUR DEVICE SPECIFICATIONS. WE WILL NOT BE LIABLE IF THE APP CAUSES HW PROBLEMS LIKE DEGREDATION, HEATING, PARTLY OF FULLY DAMAGE (AND OTHER HET RELATED PROBLEMS OCCURE LIKE FIRE ETC.). THIS APP IS NOT DESIGNED FOR USE WITH UNAUTHORIZED SOFTWARE, SERVICES, OR DEVICES OR NON-LICENSED ACCESSORIES, AND YOU MAY NOT USE ANY OF THESE WITH THIS APP. SUCH USE MAY BE ILLEGAL, AND IS A BREACH OF THIS AGREEMENT. SUCH USE MAY ALSO LEAD TO INJURY TO YOU OR OTHERS OR CAUSE PERFORMANCE ISSUES OR DAMAGE TO YOUR DEVICE.

## **Amendments to this Agreement**

We reserve the right, at our sole discretion, to change, alter, modify or replace this Agreement at any time. If a revision is material we will provide at least 10 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our App after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the App.

You acknowledge that you have read this EULA and understand the rights, obligations, terms and conditions set forth herein. By continuing to install the application, you consent to be bound by this EULA.

Last updated: January 6, 2016