**End User License Agreement (EULA)**

Updated: 2023-04-25 (2)

By using MadBot ("Tool"), a product of Sander Improvement Software AB ("Company"), you agree to the following terms:

1. License: Subject to your compliance with this EULA, you are granted a limited, non-exclusive, non-transferable, and revocable license to access and use the Tool.
2. Fair Use: You agree to limit your use of the Tool to a maximum of 600,000 OpenAI API tokens per calendar month for full versions. For trial versions, you agree to limit your use to a maximum of 20,000 tokens for the entire duration of the trial. Exceeding these limits may result in suspension or termination of your access to the Tool, at the Company's sole discretion.
3. Data Collection, GDPR Compliance, and Privacy Policy: The Company may collect data about users and usage of the Tool. Any personal data collected will be processed in compliance with the General Data Protection Regulation (GDPR) and other applicable data protection laws. For more information on how the Company processes personal data, please refer to our Privacy Policy, which is briefly outlined below.
4. No Liability for Defects: The Company is not liable for any defects in the Tool or its compatibility with specific versions of Windows or MadCap Flare. The Company does not guarantee that the Tool will function properly with all versions of Windows or MadCap Flare.
5. No Liability for Damages: You acknowledge that the content delivered by the Tool is generated by OpenAI's technology. The Company shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), arising out of or in connection with the use of, or inability to use, the Tool. Under no circumstances shall the Company, its directors, employees, agents, partners, suppliers, or content providers be held liable, whether through contract, tort, strict liability, negligence, or any other legal or equitable principle, in relation to the Tool for: (i) any lost profits, data loss, costs associated with procuring substitute goods or services, or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, or substitute goods or services, (ii) your reliance on the Tool, or (iii) any direct damages that, in total, exceed the fees you have paid for the Tool.
6. Disclaimer: Utilizing the Tool and any related content is done entirely at your own risk. The Tool, including but not limited to the Company's web application and any content, is provided on an "as is" and "as available" basis, without any warranties of any kind, whether express or implied. This includes, but is not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose, as well as any warranties implied by a course of performance or usage of trade, all of which are expressly disclaimed.
7. Indemnification: You agree to indemnify, defend, and hold harmless the Company and its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Tool.
8. Third-Party Licenses: The Tool may include third-party software components, which are subject to their respective licenses. The list of these third-party licenses is provided below.
9. Termination: We reserve the right to terminate your access to and use of the Tool at any time and for any reason, with or without notice, at our sole discretion. Upon any termination, all rights and licenses granted to you in this Agreement shall immediately terminate, but all provisions hereof which by their nature should survive termination shall survive termination, including, without limitation, warranty disclaimers, indemnity and limitations of liability.
10. Governing Law: This EULA shall be governed by and construed in accordance with the laws of Sweden, without regard to its conflict of law provisions.
11. Amendments and Price Changes: The Company reserves the right to modify, amend, or change the terms of this EULA and the pricing of the Tool at any time, without prior notice. Any such changes will become effective immediately upon posting on the Company's website or upon notification to you. Your continued use of the Tool following any such changes will constitute your acceptance of the updated EULA and pricing. If you do not agree to any changes, you must cease all use of the Tool immediately.
12. Intellectual Property Rights: You acknowledge that the Company and its licensors own all right, title, and interest in and to the Tool, including all intellectual property rights therein. Except for the limited license granted in Section 1, nothing in this EULA shall be construed as transferring any such rights to you or any third party. You agree not to copy, modify, create derivative works of, reverse engineer, decompile, or otherwise attempt to discover the source code of the Tool, or to distribute or sublicense the Tool without the Company's prior written consent.
13. User Conduct: You agree not to use the Tool for any purpose that is unlawful or prohibited by this EULA or in any manner that could interfere with, disrupt, or adversely affect the Tool, the Company, its affiliates, or other users. You shall not use the Tool to engage in fraudulent, deceptive, or abusive activities, or to transmit or store any material that is infringing, defamatory, obscene, or otherwise objectionable.
14. Export Compliance: You acknowledge that the Tool may be subject to export restrictions under applicable laws and regulations. You agree not to export, re-export, or transfer the Tool, directly or indirectly, to any individual, entity, or country in violation of such laws and regulations.
15. Assignment: You may not assign or transfer your rights or obligations under this EULA, in whole or in part, without the prior written consent of the Company. Any attempted assignment in violation of this provision shall be null and void. The Company may assign its rights and obligations under this EULA to any affiliate or in connection with a merger, acquisition, sale of assets, or by operation of law or otherwise.
16. Severability: If any provision of this EULA is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.
17. Waiver: The failure of the Company to exercise or enforce any right or provision of this EULA shall not constitute a waiver of such right or provision. Any waiver of any provision of this EULA shall be effective only if in writing and signed by the Company.
18. Force Majeure: The Company shall not be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.
19. Entire Agreement: This EULA, together with any other documents incorporated by reference, constitutes the entire agreement between you and the Company concerning the Tool and supersedes all prior or contemporaneous communications, proposals, or agreements, whether oral or written, between you and the Company with respect to the Tool.
20. Updates and Maintenance: The Company may, from time to time, provide updates, patches, bug fixes, or other modifications to the Tool ("Updates"). Updates may be automatically installed without providing any additional notice to you or requiring your consent. You agree that the Company has no obligation to provide Updates, and this EULA does not grant you any rights to receive any Updates or continued support for the Tool. The Company may also perform maintenance on the Tool, which may result in temporary unavailability or disruption of the Tool's functionality. The Company will endeavor to provide reasonable notice of any scheduled maintenance.
21. Third-Party Services: The Tool may contain links to or allow you to interact with third-party websites, products, or services that are not owned or controlled by the Company. Your use of these third-party services is subject to the terms and conditions of those services, and you acknowledge that the Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party services. The Company does not warrant the offerings of any of these entities or individuals or their websites.
22. Dispute Resolution: In the event of any dispute, claim, or controversy arising out of or relating to this EULA or your use of the Tool, you and the Company agree to first attempt to resolve the dispute amicably through good faith negotiation. If the dispute cannot be resolved through negotiation, then you and the Company agree that any legal action or proceeding arising out of or relating to this EULA or your use of the Tool shall be brought exclusively in the courts of Sweden, and you hereby submit to the exclusive jurisdiction and venue of such courts.

By using the Tool, you agree that you have read, understood, and accepted the terms of this EULA. If you do not agree with any of these terms, you must cease all use of the Tool immediately.

**Privacy Policy (Brief Overview):**

* Collection of Information: We may collect personal data such as your name, email address, and usage data when you use the Tool.
* Use of Information: We use the collected data for providing and improving the Tool, communicating with you, and ensuring compliance with our legal obligations.
* Data Retention: We retain personal data only for as long as necessary for the purposes stated in this Privacy Policy.
* Data Security: We implement appropriate measures to protect your personal data from unauthorized access, disclosure, or alteration.
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