

End-User License Agreement (EULA) for SWIMS™ Registration Form Application Software

IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE. BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU (REFERRED TO AS "USER," "YOU," OR "YOUR") ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SOFTWARE.

1. Proprietary Nature:

The Software, including any and all intellectual property rights therein, is and shall remain the exclusive property of Leader Formation Sdn. Bhd. (referred to as "Developer," "We," "Us," or "Our"). You acknowledge that the Software is protected by intellectual property laws, including but not limited to copyright laws.

2. License Grant:

Subject to the terms and conditions of this EULA, Leader Formation Sdn. Bhd. grants You a limited, non-exclusive, non-transferable, revocable license to use the Software for Your internal use only. This license does not grant You any rights to modify, distribute, reverse engineer, decompile, disassemble, create derivative works from, sublicense, rent, lease, or lend the Software.

3. Restrictions:

You shall not use the Software for any purpose other than its intended use. You shall not use the Software for any illegal, unauthorized, or unethical purposes. You shall not remove, alter, or obscure any proprietary notices or labels on the Software.

4. Data Collection and Usage:

You acknowledge that the Software may collect and process certain data from users. You agree to comply with all applicable data protection laws and regulations in relation to the collection, processing, and storage of such data. Leader Formation Sdn. Bhd. shall not be responsible for the content of the data collected through the Software.

5. Data Security and Liability:

You are solely responsible for the security and integrity of any data collected through the Software. You agree to implement appropriate security measures to protect the data from unauthorized access, loss, or breach. In the event of any breach, You shall promptly notify affected parties and take necessary actions to mitigate further breaches.

6. Updates and Support:

Leader Formation Sdn. Bhd. may, at its discretion, provide updates, bug fixes, or support services for the Software. Leader Formation Sdn. Bhd. shall have no obligation to provide updates or support.

7. Termination:

This EULA is effective until terminated. Leader Formation Sdn. Bhd. may terminate this EULA immediately and without notice if You breach any of its terms. Upon termination, You shall cease all use of the Software and destroy all copies in Your possession.

8. Indemnification:

You agree to indemnify, defend, and hold Leader Formation Sdn. Bhd. harmless from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorney fees) arising from Your use or misuse of the Software, or breach of this EULA.

9. Governing Law and Jurisdiction:

This EULA shall be governed by and construed in accordance with the laws of the jurisdiction where Leader Formation Sdn. Bhd. is headquartered, without regard to its conflict of law principles. Any disputes arising from or related to this EULA shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.

10. Entire Agreement:

This EULA constitutes the entire agreement between You and Leader Formation Sdn. Bhd. relating to the Software and supersedes all prior or contemporaneous understandings, representations, and agreements.

11. Severability:

If any provision of this EULA is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. Waiver:

The failure of Leader Formation Sdn. Bhd. to enforce any right or provision of this EULA shall not constitute a waiver of that right or provision.

By using the Software, You acknowledge that You have read and understood this EULA and agree to be bound by its terms and conditions. If You do not agree with any of the provisions of this EULA, You must immediately cease using the Software.

For any questions or concerns regarding this EULA, please contact Leader Formation Sdn. Bhd. at support@leaderformation.com