

# **PolarOS Terms of Service**

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Last Updated: 12/26/2021

## **PolarOS Software Description**

PolarOS is a free hobbyist operating system, we are not responsible if you break your computer while doing something like removing some system standard apps.

PolarOS is currently in 2 shapes. KDE and XFCE. The KDE distro of PolarOS is based on KDE NEON. The XFCE version of PolarOS is based on Debian 11.

# **Agreement to Terms of Use**

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and POLAROS, doing business as Polar ("polar", "we", "us", "PolarOS" or "our"), concerning your access to and use of the https://polaros.xyz website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site").

You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the

right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice.

#### **Prohibited Activities**

Accessing or using the site has to be as is; this means that you cannot use the site for any other purpose other than for which we make the site available to you.

As an user of the site, you agree not to:

- A. Systematically retrieve data or other content from the site to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from us.
- B. Trick, defraud or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- C. Disparage, tarnish or otherwise harm, in our opinion, us and/or the site.
- D. Use any information obtained from the Site in order to harass, abuse or harm another person.
- E. Make improper use of our support service or submit false reports of abuse or misconduct. For more information, see the support header.
- F. Use the site in a manner inconsistent with any applicable laws or regulations.
- G. Engage in authorized framing of or linking to the site.
- H. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots or similar data gathering and extraction tools.
- I. Delete the copyright or other proprietary rights notice from any content.
- J. Sell or otherwise transfer your profile.
- K. Upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- L. Interfere with, disrupt, or create an undue burden on the site or the networks or services and/or software connected to the site.
- M. Harass, annoy, intimidate or threaten any of our employees or agents engaged in providing any portion of the site to you.
- N. Attempt to bypass any measures of the site designed to prevent or restrict access to the site or any portion of the site.
- O. Copy or adapt the site's software, including but not limited to Flash, PHP, HTML, JavaScript or other code.

- P. Decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the site.
- Q. Make any unauthorized use of the site, including collecting usernames and/or email-addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- R. Use the site as part of any effort to compete with us or otherwise use the site and/or the content for any revenue-generating endeavor or commercial enterprise.

### **Support & Support Limitations**

The term "support" is specifically handed out as a "title" to various PolarOS Employees that voluntarily help other users that require assistance.

Support for PolarOS is offered in English [US/UK] only. "Support" for PolarOS is provided as long as PolarOS is an active and working project/software, for example when PolarOS is discontinued, support will no longer be provided.

#### Support is limited to;

- 1. Help regarding usage of our products.
- 2. Non-documented issues, tips and tricks regarding our software.
- 3. Help and advice regarding our subscriptions and services.

#### Support does not include;

- 1. PHP or any other server-side programming language training.
- 2. SQL or any other database language training.
- 3. JavaScript or any other client-side programming language training.
- 4. Any other issues other than that we provide support for.

### **License Holders**

You are granted a free license upon using the "Optical Disk Image File" (otherwise known as ".ISO"), which projects the software and content of PolarOS on your machine.

We can terminate your license, discontinuing usage of our software, without any prior notice.

## **Governing Law**

These conditions are governed by and interpreted following by the laws of the Netherlands and the use of the United Convention of Contracts for the International Sales of Goods is expressly excluded.

If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law of your country of residence.

PolarOS and yourself both agree to submit non-exclusive jurisdiction of the Courts of Groningen, which means that you may make a claim to defend your consumer protection rights in regards to these Conditions of Use in the Netherlands, or in the EU country in which you reside.











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