

FONETASTIC FOR MOBILE END USER LICENSE AGREEMENT

IMPORTANT

PLEASE READ THIS FONETASTIC FOR MOBILE END USER LICENSE AGREEMENT (HEREINAFTER REFERRED TO AS THE "AGREEMENT") CAREFULLY BEFORE USING OR TRYING TO ATTEMPT TO USE THIS FONETASTIC FOR MOBILE SOFTWARE (HEREINAFTER REFERRED TO AS THE "SOFTWARE").

BY USING THIS SOFTWARE OR BY CLICKING THE "I AGREE" BUTTON OR ATTEMPTING TO LOAD THE SOFTWARE IN ANY WAY, (SUCH ACTION WILL CONSTITUTE A SYMBOL OF YOUR SIGNATURE), YOU ACKNOWLEDGE AND ADMIT THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT ONCE ACCEPTED BY "YOU"[AS AN INDIVIDUAL (ASSUMING YOU ARE ABOVE 18 YEARS AND/OR HAVING LEGAL CAPACITY TO ENTER INTO AN AGREEMENT), OR THE COMPANY OR ANY LEGAL ENTITY THAT WILL BE USING THE SOFTWARE (HEREINAFTER REFERRED TO AS 'YOU' OR 'YOUR' FOR THE SAKE OF BREVITY)] SHALL BE A LEGALLY ENFORCEABLE AGREEMENT BETWEEN YOU AND QUICK HEAL TECHNOLOGIES LIMITED, PUNE, INDIA (HEREINAFTER REFERRED TO AS "QUICK HEAL") AND YOU SHALL HAVE THE RIGHTS TO USE THE SOFTWARE SUBJECT TO THE TERMS AND CONDITIONS MENTIONED IN THIS AGREEMENT OR AS AMENDED BY QUICK HEAL FROM TIME TO TIME. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS BELOW, DO NOT USE THIS SOFTWARE IN ANY WAY AND PROMPTLY RETURN IT OR DELETE ALL THE COPIES OF THIS SOFTWARE IN YOUR POSSESSION.

Quick Heal grants You, the Licensee, a non-exclusive and non-transferable right to use the Software during the License Period in order to assist in protecting Your Mobile on which the Software is installed and activated, from the threats described in the User Manual, according to the technical requirements described in the User Manual and which is subject to the terms and conditions of this Agreement.

In addition to this mobile security software, Quick Heal offers you Quick Heal Remote Device Management Services to manage your mobile device(s).

Quick Heal reserves all rights not expressly granted, and retains title and ownership of the Software, including all subsequent copies in any media. This Software and the accompanying written materials are the property of Quick Heal and are copyrighted.

1. DEFINITIONS

- A. **Distributors**" means the authorized distributors, agents, sub-distributors of Quick Heal, selling Quick Heal range of products, including sales through Internet.
- B. **License period**" means the period as more particularly described in Clause 4 of this Agreement or the Evaluation period in case of Trial version of the Software.
- C. **Mobile/Mobile Device**" means the personal digital assistants, smart phones, hand-held devices, or other electronic devices for which the Software is specifically designed (for such system requirements as particularly described in the User manual)where the Software will be installed and/or used.
- D. **Normal working hours**" shall mean 09:30 a.m. to 6:30 p.m. Indian Standard timing (IST) on Working Days and "Working Days" means Mondays to Fridays inclusive, but excluding bank and public holidays in India.
- E. **Quick Heal Remote Device Management (RDM) Service**" means services made available by Quick Heal to its mobile security software license users via internet to manage their mobile device.
- F. **Support**" means the Technical Assistance in order to use the software, provided by Quick Heal, which may or may not be chargeable to you. Please refer www.quickheal.com for more details.
- G. **Updates**" means collections of any or all among virus definition files including detections and solutions for new viruses along with the corrections, improvements or modifications to the Software.
- H. **Upgrades**" means any correction, improvement, modification or yearly enhancements in the form of the new version of the Software which Quick Heal generally releases once in a year.

I. **“User Manual”** means the user guide, Help Guide, documentation provided with the Software, updated agreements provided on the website of Quick Heal (www.quickheal.com), explanatory or other materials as provided from time to time by Quick Heal.

J. **“You”** means the “End User” which means:

An individual (such an individual) installing/using/legally acquiring the Software on his/her own behalf and every other person (whether authorized or not by such an individual) who uses/has the possession of the Mobile on which the Software is installed and activated; or

An organization (including but not limited to a partnership, joint venture, Limited Liability partnership, Limited Liability Company, Company of any nature, Trust, Governmental Authority, Unincorporated Organization, Association of Persons) or any person (such person) who have been authorized by such an Organization to install, download, use the Software, accept the Agreement on behalf of the Organization and every other person (whether authorized or not by such person) who uses/has the possession of the Mobile on which the Software is installed and activated.

2. DO's & DON'Ts

You can:

A. avail Quick Heal RDM service to manage your mobile device(s) (maximum of 10 devices in one account).

You cannot:

- a. emulate, adapt, sublicense, lend, rent, clone or lease any portion of the Software.
- b. debug, decompile, disassemble, modify, translate, reverse engineer the software.
- c. try making an attempt to reveal/discover the source code of the software.
- d. create derivative works based on the Software or any portion thereof with sole exception of a non-waivable right granted to You by any applicable legislation.
- e. transfer the licensed software or any part thereof remove or alter any copyright notices or other proprietary notices on any copies of the Software.
- f. reduce any part of the software to human readable form.
- g. use the Software in the creation of data or software used for detection, blocking or treating threats described in the User Manual.
- h. use for unlicensed and illegal purpose.
- i. remove your user account from Quick Heal RDM service once registered.
- j. retrieve deleted location entries and back up data from the user account on the Quick Heal RDM service.
- k. attempt to gain unauthorized access to Quick Heal RDM networks.

3. ACTIVATION

A. Quick Heal warns you that in the process of installation of the software, the other security products/software installed on your mobile device may be uninstalled or disabled if the same are not compatible with Quick Heal software. It is recommended to take Back-up of all the data on your device, before installation of the Software Quick Heal expressly disclaims any loss of data, loss of profits during such installation. If you modify your Mobile or make alterations/modifications to other vendors’ software installed on it, you may be required to repeat activation of the software or installation of license key file or in case contact Quick Heal Support. Quick Heal reserves the right to verify the validity/legality of license and software.

B. Activation/Reactivation

The activation/reactivation of the Software can be done by One Screen Activation process.

In case of Internet based activation, usage of Internet bandwidth will be chargeable as per your telecom service provider charges, if using GPRS. In

case of Wi-Fi Internet, the bandwidth usage will be chargeable as per the Internet Service Provider charges.

4. THIRD PARTY WEBSITE LINKS

At certain point(s) the software product may include links to third-party sites; you may link to such third-party websites as the user of this software. The third-party sites are not under the control of Quick Heal and Quick Heal is not responsible for the content of any third-party website and/or any links contained in the third-party websites. Quick Heal is providing these links to the third-party websites to you only for your convenience and Quick Heal is not responsible for any kind of loss/ damage arising out of it.

5. OPEN SOURCE SOFTWARE

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The lists of the open source applications used in the Software along with respective licenses are provided are in this Agreement below. Quick Heal may update this list from time to time. To the extent permissible under the applicable law, the Term & Conditions for usage of such OSS shall be applicable in addition to this EULA.

6. LICENSE PERIOD

- A. If You have acquired the Software on a physical medium, the License period shall commence from the date of acceptance of this Agreement and activation of the Software upto the period that is specified on the package or for any additional period as specified by any authorized communication by Quick Heal.
- B. If you have acquired the Software via Internet, the License period shall commence from the date of acceptance of this Agreement and activation of the Software upto the period that is specified during acquisition of the Software via Internet or for any additional period as specified by any authorized communication by Quick Heal.
- C. License for use of Quick Heal RDM service to manage devices shall be valid till the mobile security software license is valid.
- D. You agree, understand that any unauthorized usage of the Software or breach of any/all terms and conditions stated herein the Agreement shall result in automatic and immediate termination of this Agreement and the License granted hereunder and which may result in criminal and/or civil action by Quick Heal and/ or its agents against you including but not limited to right to block the key file/License key/product key and without any refund to You and without any prior intimation/notice to you in this regard.
- E. If you have acquired the specific language localization of the Software, you will not be able to activate the software by applying the activation code of other language localization.
- F. Quick Heal does not guarantee the protection from the threats more particularly described in the User Manual after the expiration of the License Period or Evaluation period or after the License to use the Software is terminated for any reason.

7. FEATURES OF SOFTWARE

During the License Period of the Software, You have the right to use features of software. Software will not work on Android Emulator.

- A. During the License Period of the Software, You have the right to receive free Updates of the Software and Quick Heal RDM services via Internet as and when Quick Heal publishes the Updated Virus- database and free version upgrade as and when Quick Heal releases new version upgrade. You agree, understand and accept that You will require to regularly download Updates published by Quick Heal. Any and all Updates/upgrades you receive from Quick Heal shall be governed by this Agreement, or as amended from time to time by Quick Heal.
- B. That the software does not warrant that the data usage summary of the data used by apps as provided by the Data Usage feature of the software will accurately match with the data usage report of your telecom service provider. Hence Quick Heal assumes no responsibility/liability in case of any discrepancies/ deviations in the data usage report provided by the software and your Telecom service provider.
- C. That Quick Heal shall not be responsible or liable for data deletion authorized by You whether intentionally or unintentionally. The mentioned

data may include any personal or confidential information.

D. You agree, accept and acknowledge:

- i. that You are solely responsible for the configuration of the Software Settings and the results, actions, inactions initiated due to the same and Quick Heal assumes no liability/responsibility in any case and the Clause of Indemnification shall be applicable.
- ii. that Quick Heal assumes no liability/responsibility for any data deletion, including but not limited to any deletion/loss of personal, and/or confidential data; and/or uninstallation of third party apps; and / or change in settings; and / or change in contacts and / or Deletion/loss of contacts, and / or SMS logs & call logs, and / or Images & Videos; specifically authorized by You or occurs due to the actions, inactions (whether intentional or not) by You or any third party whom You have authorized to use, handle your Mobile due to features of Software.
- iii. that to avail/use certain features or additional applications of the Software, you may require to incur some cost and that Quick Heal does not warrant that the usage of certain features or additional applications of the Software are free of cost and that Quick Heal shall not entertain and expressly disclaims, any claim for reimbursement of any expenses including but not limited to any direct or incidental expenses arising out of Your usage of such features of the Software.
- iv. You accept and agree that you allow Quick Heal (if so requires by Quick Heal) to take back-up of your device on our server as backup of your device. Quick Heal is not responsible for any IPR issues on backup of your data and You are responsible for any IPR issues alone.
- v. that you be solely responsible and shall comply all applicable laws, regulations of India and any foreign laws including without limitation, privacy, obscenity, confidentiality, copyright laws for using any report, data, information derived as a result of using the Software and Quick Heal RDM service.
- vi. that while using the Software, Quick Heal suggests some actions to be initiated by You in your sole benefit, for example “Quick Heal software may suggest You to uninstall infected applications”, however such actions are suggestive and Quick Heal takes no responsibility/liability if you perform such suggestive actions or not and Quick Heal assumes no responsibility/liability for any liability arising out of such actions/inactions.
- vii. that the Software is equipped with mechanism to block malicious websites. The Software may block access to any web page which is found to be infected with malicious contents. Quick Heal shall not be responsible for any loss or damage including but not limited to financial, notional, loss of business if you are abstained from accessing any particular webpage or URL.

8. SUPPORT

Quick Heal offers support features during usage of this software and Quick Heal RDM service i.e., Live Chat with technical support team and/ or the technical support team may, at your discretion, take remote access. The availing of this support will be solely at your discretion and you are solely responsible to take back up of the existing data/software/programs in your Mobile before availing such a support. Quick Heal will not be held responsible for any loss of data, any kind of direct/ indirect/ consequential loss or damage to data/ property arising during this entire process. If at any point of time the Technical Support team is of the opinion that it is beyond their scope, it will be the sole discretion of Quick Heal to suspend, cease, terminate or refuse such support as Quick Heal does not claim any warranty and/or guarantee of any kind in providing the support feature.

9. EMAIL/ELECTRONIC COMMUNICATION

Once you register the software by activating the software, Quick Heal may communicate with you on the contact information submitted during the registration process through email or any other electronic communication device. The communication can be for the purpose of product renewal or product verification for your convenience.

10. QUICK HEAL STATUS UPDATE

Upon every update of licensed copy, Quick Heal Update module will send current product status information to Quick Heal Internet Centre. The information that will be sent to the Internet Centre includes the Quick Heal protection health status like, which monitoring service is in what state in the system. The information will be used to provide quick and better technical support for legitimate customers.

All the registered users/subscribers will get the updates free of cost from the date of license activation till the expiry date of the license. Quick Heal shall provide support only for the latest updated Software.

11. COLLECTION OF INFORMATION

Quick Heal software and Quick Heal RDM service may collect the following information which may / may not contain any personally identifiable information either with or without your discretion/permission, solely for statistical purpose or enhancing and evaluating the ability, effectiveness

and performance of Quick Heal's product in identifying and/or detecting the malicious behavioural pattern, inherently fraudulent websites and other Internet security threats/ risks. Password entered by the end users during registration is not stored at Quick Heal server. This information will not be correlated with any personally identifiable information except as herein stated and shall include, but not limited to:

- A. Any type of Executable files which the Software may identify having a potentially malware behavioral pattern.
- B. Any type of information relating to the status of the software that whether there occurred any error while installing the Software or the installation was successful.
- C. Any type of URLs of websites visited that the Software deems inherently and potentially fraudulent.
- D. Any type of information that Software deems potentially fraudulent, posing security risks/ threats.
- E. Any type of information for identifying the Media Access Control (MAC) address of the Mobile Device, Global Positioning System (GPS), International Mobile Equipment Identity (IMEI), Subscriber Identity Module Number (SIM) on which the Software has been installed.
- F. Any type of information for identifying the Internet Protocol (IP) Address and information required for effective license administration and enhancing product functionality and usability.
- G. You admit that the information/data as collected above can be used for analyzing, preventing and detecting the potential internet security risks, publishing any type of data/ reports/ presentations on the trends collected, sharing the data to create awareness with any organizations, vendors.

12. INDEMNIFICATION

You expressly understand, admit and warrant that in no event shall Quick Heal and/or any of its directors, employees, agents, partners, distributors be liable from any and against all claims, expenses, suits, costs, demands, judgments whatsoever made by you and/ or any third party for any direct, indirect, incidental, special, punitive, consequential and/or exemplary damages including, but not limited to damages for loss of business/profits, damages for loss of confidential/other information, failure to meet any statutory duty/duty of reasonable care/duty in good faith, economic/notional loss, loss for business interruption, goodwill, damage and loss of data or programs, or other intangible losses (even if Quick Heal has been advised of the possibility of such damages), to the fullest extent permissible by law:

- i. arising due to your usage of Software and Quick Heal RDM service.
 - ii. your negligence or inability of using the Software, Quick Heal RDM service or support;
 - iii. any dispute between you and third party with respect to availing the Software and Quick Heal RDM service;
 - iv. your violation of any rights of any other individual and/or entity;
 - v. your breach of the Agreement;
 - vi. your violation of any provisions under any acts in India or abroad;
 - vii. the failure of Quick Heal to provide Support Service or any other service/information.
- B. This limitation will apply to all causes of action whether arise in equity or tort, including but not limited to breach of contract, breach of warranty, negligence, strict liability, misrepresentations and hereby release Quick Heal and/or its directors, employees, agents, distributors from any and all obligations, liabilities in excess of the limitation stated herein.
- C. In the event, Quick Heal and/or its directors, agents, employees, distributors are found liable, You Understand and accept that the liability of Quick Heal and/or its directors, agents, employees, distributors shall be limited only up to and not exceed in any case the License fees incurred by You in acquiring the software from Quick Heal or its distributors/agents. This Clause shall survive the termination of this Agreement.

13. LIMITED WARRANTY AND DISCLAIMERS

The software and Quick Heal RDM service provided by Quick Heal is "AS IS" and "AS AVAILABLE" without warranty of any kind, expressed or implied, including but not limited to the implied warranties of merchantability, fitness, usage, performance, satisfactory quality, integration, applicability for a particular use and any other warranties are disclaimed to the fullest extent permissible pursuant to the applicable law.

- A. Quick Heal does not warrant, make any representations that the software and Quick Heal RDM service will work uninterrupted, timely, secure or error-free or shall meet any or all your requirements whether disclosed to Quick Heal or any of its directors, agents, distributors and employees. The entire risks, faults as to performance of the software, the responsibility for selecting the software and Quick Heal RDM service

to achieve your intended results, the results obtained from the Software and Quick Heal RDM service shall be assumed by You.

- B. You understand and accept that the Software and Quick Heal RDM service will substantially perform according to the specifications, descriptions stated in the User Manual, as updated from time to time, subject to the following and Quick Heal expressly disclaims any and all liabilities arising from the following circumstances:
- i. incompatibility caused by any software and/or hardware components installed on your Mobile Device;
 - ii. any actions initiated by You or by third parties which were beyond the reasonable control of Quick Heal;
 - iii. any failures, malfunctions, defects resulting from abuse, improper installation, theft, misuse, accident, operation or maintenance, acts of God, alteration, power failures, casualty, repairs made by any other party than Quick Heal, alterations, neglect, non-permitted modifications, acts of terrorism, vandalism;
 - iv. the deficiencies, defects in Your Mobile Device and related infringements;
 - v. Your violations of the terms and conditions described in the User manual or in this Agreement.

14. INTELLECTUAL PROPERTY

The software, source code, activation code, license keys, documentation, systems, ideas, information, content, design and other matters related to the software, Quick Heal RDM service, trademarks are the sole proprietary and Intellectual Property rights of Quick Heal protected under the Intellectual property Laws and belongs to Quick Heal. Nothing contained in this Agreement grant to You any rights, title, interest to intellectual property, including without limitation any error corrections, enhancements, updates or modifications to the Software and Quick Heal RDM service whether made by Quick Heal or any third party. You understand and acknowledge that you are provided with a License to use the software subject to the terms and conditions of this Agreement.

15. If you are availing Quick Heal RDM services, you are agreeing for End User License Agreement and Privacy Policy for the Quick Heal RDM services. To read and accept End User License Agreement and Privacy Policy, please visit:

[Privacy Policy](#)

[License Agreement](#)

16. GENERAL

- A. **Force Majeure.** Quick Heal will not be liable for any delay or failure to fulfill its obligations hereunder that results from an act of God, war, civil disturbance, government policies, or other cause/s beyond its control. Provided that Quick Heal shall endeavour to complete the task within a reasonable period after happening of any event as covered under such force majeure.
- B. **Legal Jurisdiction.** This agreement and any matter relating thereto shall be subject only to jurisdiction of Courts at Pune, India and shall be interpreted as per the terms of the law/s for the time being in force in India. Any dispute which may arise out of this Agreement, breach of terms and conditions under this Agreement, shall be settled by direct negotiations between You and Quick Heal. In the case of failure to resolve the dispute in the manner set out above within 30 days from the date when the dispute arose, the dispute shall be referred to a panel of three arbitrators, with Quick Heal appointing one arbitrator, You appointing one arbitrator and the arbitrators so appointed jointly nominating a third presiding arbitrator. The venue of arbitration shall be Pune. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and Indian Laws and shall be conducted in the English language. The arbitrators shall also decide on the costs of the arbitration proceedings. To the extent possible, after the commencement of any arbitral proceedings the Parties shall continue to perform their respective obligations under this Agreement. The provisions of this Clause shall survive termination of this Agreement. Subject to the provisions of this Clause, the Courts in Pune, India shall have exclusive jurisdiction and the parties may pursue any remedy available to them at law or equity.
- C. **Complete Agreement.** This Agreement comprises the entire agreement between the parties regarding the subject matter, and supersedes any proposals, communications or advertising, oral or written, with respect to the Software or subject matter of this Agreement. You shall be bound by any and all clauses of the Agreement updated and displayed by Quick Heal on <http://www.quickheal.com/>(the website) from time to time and the Agreement displayed on the website (from time to time) will be the finally concluded and binding Agreement between You and Quick Heal for all legal purposes. In case of any dispute/queries arising out of any translated versions of this Agreement, Quick Heal hereby expressly specifies and confirms that the English version as displayed on the website will be final for interpretation and the terms used, meaning conveyed in the English version will be authoritative and binding. Any waiver by either party of any violation of any provision of this agreement by the other party will not be deemed to waive any other violation of the same or any other provision.
- D. **Severability.** If any of the provisions contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected

or impaired thereby and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent.

- E. **Survival.** The Clauses in this Agreement including not limited to rights to License fees receivable, "Indemnification", "Limited Warranties & Disclaimers" and "Intellectual Property" shall survive expiration or termination of this Agreement.
- F. You cannot assign your rights or delegate duties or obligations under this Agreement. The failure to exercise or delay in exercising a right or remedy by Quick Heal under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any prior, concurrent or subsequent right or remedy.
- G. The Section numbers and headings are included merely for the convenience of the parties and are not to be construed in interpreting this Agreement.
- H. QHT reserves right to amend this End User License Agreement from time to time and will keep updated on its website <http://www.quickheal.com/> and it would be binding on end user. This is an essence of use of software.
- I. Quick Heal reserves the right to co-operate with any legal process and may provide documents, information related to your usage of the Software and your general usage of the Mobile.

17. OPEN SOURCE SOFTWARE

This Software may include some software programs that are licensed (or sublicensed) to the user under the Apache License or other similar free software licenses which, among other rights, permit the user to copy, modify and redistribute certain programs, or portions thereof, and have access to the source code ("Open Source Software"). Quick Heal reserves the right to use or opt for any version of any Open Source Software either for providing update or otherwise.

The lists of the open source applications used in the Software along with respective licenses are provided are as below. Quick Heal may update this list from time to time.

Type of License	Applications
Apache License 2.0 http://www.apache.org/licenses/LICENSE-2.0	https://github.com/PhilJay/MPAndroidChart libsphonenum.jar apache-commons-codec-1.4.jar

Apache License

Version 2.0, January 2004

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1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

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"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

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 - C. You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and
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9. **Accepting Warranty or Additional Liability.** While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

Note:

For General Data Protection Regulation (GDPR) Compliance and Data Protection Policy, please refer to our Privacy Policy. In case, if there is conflict in Data Privacy clause in EULA and Privacy Policy; Privacy Policy shall prevail.