End User License Agreement

StiltSoft End User License Agreement

StiltSoft private company ("we" or "us") is willing to license its App(s) located in Atlassian Marketplace to you if you accept the terms of this StiltSoft End User License Agreement (for Apps ordered through Atlassian’s ordering and license management system ("Agreement").

Please read the Agreement carefully. By downloading, installing or subscribing to an App, or by otherwise indicating your consent, you accept and agree to the terms of the Agreement.

If you are not willing to be bound by all the terms of this Agreement, do not download, install or subscribe to the App, or do not otherwise consent to the Agreement.

When you are accepting this Agreement on behalf of your employer or another company or organization, you represent and warrant that you have full authority to act for and to bind that legal entity to this Agreement, in which case the terms "you" and "your" will refer to that legal entity.

If you sign up using an email address from your employer or another entity, then (i) you will be deemed to represent such party, (ii) your click to accept will bind your employer or that entity to these terms, and (iii) the word "you" in this Agreement will refer to your employer or that entity.

1. Definitions

- "App" means the cloud and downloadable software application, plugin or extension developed and distributed by us that you obtain through Atlassian Marketplace (either paid or free of charge) including Documentation and any upgrades, modified or subsequent versions, updates, or error corrections provided by us.
- "Atlassian Product" means the downloadable software application or the Cloud product developed and distributed by Atlassian with which the App is designed to interoperate (e.g. Confluence, Bitbucket, Jira).
- "Atlassian Marketplace" shall have the meaning assigned to such term in the Atlassian Market Terms.
- "Atlassian" means Atlassian Pty Ltd, an Australian corporation (ABN 53 102 443 916), the owner and provider of the Atlassian Marketplace and a reseller of the Apps available through Atlassian Marketplace.
- "Documentation" any user manuals, FAQ or support pages, information contained on the App Details Page, and other documentation related to the App provided by us in electronic or online form.
- "App Details Page" means a section of the Atlassian Marketplace dedicated to the particular App. The App Details Page may include several web pages or tabs.
- "Software App" means an App that is downloadable by you and other end users from the Atlassian Marketplace and designed to run in end user instances of Atlassian Products behind the end user’s firewall. Software Apps include any “Server” or “Data Center” deployments of our Apps.
- "Cloud App" means an App hosted by us or Atlassian that are designed to be used with Atlassian’s hosted services. Cloud Apps run on our or Atlassian’s servers and are provided to you as a cloud-based (software-as-a-service) solution.
- "Reseller" means Atlassian, Atlassian Solution Partners (as defined by Atlassian) or other Atlassian authorized resellers, through which you have obtained the App from the Atlassian Marketplace.
- "Atlassian Marketplace Terms" means Atlassian Marketplace Terms of Use and other sections of the Atlassian website applicable to apps developed by Atlassian verified vendors and distributed through Atlassian Marketplace, for example, this section.
- "Authorized User" means an individual who has permission to access and use the App.
- "Scope of Use" means the extent to which you may use the App as may be specified in the ordering documentation, which includes, as applicable: (i) the number and types of Authorized Users, (ii) storage or capacity (for Cloud Apps), (iii) numbers of licenses, copies or instances (for Software Apps), (iv) billable units, or (v) other conditions, limitations or restrictions.
- "Systems" means hardware systems owned, leased, operated or controlled by you.
- "Access Credentials" means login details and passwords of your Authorized Users, which may be required to access and/or use the App or its particular feature or section.
- "SLA" means the terms and conditions that define the level of our support for the App as may be provided at Support and Service Level Agreement pages.
- "Third-Party Services" means software platforms, services, plug-ins, applications, components developed and/or provided by Atlassian (e.g. the Atlassian Marketplace, Atlassian Products, etc.) or by other Atlassian vendors and software developers.
- "Affiliate" means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party of this Agreement, where "control" means the power to direct the management and affairs of an entity, and "ownership" means the beneficial ownership of 50% (or, if the applicable jurisdiction does not allow majority ownership, the maximum amount permitted under such law) or more of the voting equity securities or other equivalent voting interests of the entity.
- "Sensitive Data" means any (i) categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (ii) patient, medical or other protected health information regulated by HIPAA; (iii) credit, debit or other payment card data subject to PCI DSS; (iv) other information subject to regulation or protection under specific laws such as the Gramm-Leach-Bliley Act (or related rules or regulations); (v) social security numbers, driver’s license numbers or other government ID numbers; or (vi) any data similar to the foregoing that is protected under foreign or domestic laws or regulations.

2. Ownership

We and/or our licensors own all right, title and interest, including all worldwide intellectual property rights in the Apps and the trademarks, service marks and logos contained therein.

App is licensed to you directly by us, not sold, irrespective of the use of terms such as "purchase" or "sale".

3. License Grant
Subject to the terms and conditions of this Agreement and provided you have paid the applicable fee (unless the App is provided free of charge or during a free trial), you are granted a limited, worldwide, non-exclusive, non-transferable, non-assignable, non-sublicensable and revocable license to (i) download and install one production instance (except for the trial period) of the App on your Systems (for Software Apps), (ii) access (for Cloud Apps), and (iii) use the App on your Systems for single instance of your Atlassian Product for your own business purposes or personal use, as applicable, during the term of the Agreement or the applicable subscription term:

- for paid Apps - according to (a) the Scope of Use, (b) the license terms as provided in the “Pricing” section of the App Details Page, and (c) Documentation;
- for free Apps – according to the terms specified in Documentation.

Notwithstanding the above, the license offered by us for an App for use with an Atlassian Server Product (as opposed to Atlassian Cloud or Data Center Product) is perpetual.

Atlassian may make available non-production, a.k.a. “developer” licenses free of charge to allow you to deploy non-production instances, for example, for staging or QA purposes. Such non-production licenses may be available after the purchase of certain paid Software Apps. These licenses are for testing purposes and for staging or development environments only. They shall not be used for a live production instance. Atlassian, not us, is responsible for availability and other terms and conditions of non-production licenses.

You may make and use one copy of the Software App for disaster recovery or business resumption purposes.

No other right, title or interest is granted except as expressly stated in this Agreement.

License is granted subject to the condition that you must ensure the maximum number of the Authorized Users that are able to access and use the App concurrently is less or equal to the number of users for which the necessary fees have been paid. The maximum number of the Authorized Users will be determined by the licence tier you have chosen when ordering the App.

You acknowledge that the App will only function if its licence tier matches the tier of the Atlassian Product the App is used with.

There may be storage limits associated with a particular Cloud App. Such limits, if imposed, will be described on the App Details Page or in other Documentation.

You shall purchase a separate license and use a separate instance of the App for each instance of the Atlassian Product.

4. License Restrictions

You may not:

- Reverse engineer, decompile or disassemble the App or otherwise seek to obtain or derive the source code, underlying ideas or algorithms, except as permitted by law.
- Adapt, alter, modify, translate, make any attempt to create derivative works of/from the App.
- Defeat, bypass, disable, interfere with or otherwise circumvent any license key mechanism in the App or otherwise circumvent mechanisms in the Apps intended to limit its use.
- Attempt to access or use the App other than by using the Access Credentials.
- Remove or alter any our or third party’s trademark, logo, copyright or other proprietary notices, legends, symbols or labels.
- Redistribute, encumber, sell, rent, lease, sublicense, assign, or otherwise transfer the App or any rights or interest therein.
- Use the App as part of a service provider or software-as-a-service, or display, perform, or publish or otherwise permit third parties to benefit from the use of the App, unless it is not expressly permitted by this Agreement.
- Use the App for competitive analysis or to build competitive products.
- Use the App in any manner not authorized by this Agreement.
- Encourage or assist any third party to do any of the foregoing.

5. Payment, Subscriptions, Renewals, Refunds, Delivery

The pricing terms and conditions are set out in the “Pricing” section of the App Details Page and are subject to change.

Cloud Apps are subscription-based.

The Reseller will deliver the applicable license keys (for Software Apps) or subscription instructions (for Cloud Apps) to the email address(es) you specified to Reseller. All deliveries will be electronic. You are responsible for installation of the App and its compatibility with your Systems, other hardware, software and services.

Any and all payments, delivery, renewals, subscriptions and refunds are handled by and managed through the Reseller. We are not a part of these arrangements, which are exclusively between you and the Reseller, and are not responsible for the processing of payments, delivery, renewals, subscriptions or refunds, and shall not be held liable for any matter in connection therewith. Please refer to the “Pricing” section of the App Details Page and to the applicable Atlassian Marketplace Terms for more information about pricing, delivery, billing, subscriptions, renewals and payment terms.

6. Authorized Users

Only Authorized Users may access and use the App. Some Apps may allow you to designate various types of Authorized Users, in which case their access rights may vary according to the type of Authorized User. Authorized Users may be yours or your Affiliate’s employees, representatives, consultants, contractors, agents, or other third parties working for you or acting on your behalf.
You may also permit your customers to have limited access to certain Apps as Authorized Users, provided that (i) you have entered into valid and binding agreements with your customers that require them to comply with the applicable terms of this Agreement, including any conditions or restrictions with respect to the use of, or access to the App, (ii) the purpose of your customer’s access and use of your instance of the App is solely ancillary or conductive to their use of your products and services that are unrelated to the App, (iii) your customers may not receive any administrative, configuration or similar access to the App, and (iv) you do not charge your customers for such access to the App. For the avoidance of doubt, your customers are not parties to, or third party beneficiaries under the Agreement.

Please note that you are responsible for the activities of all your users, including how they use your data, even if those users are not from your organization or domain.

You are responsible for compliance with this Agreement by your Authorized Users. The use of the App by you and your Authorized Users must fall within the Scope of Use, be according to Documentation and be solely for your or your Affiliates’ benefit. We are only required to provide the App to those Authorized Users for whom you have paid the applicable fees (for paid Apps), and only such Authorized Users are permitted to access and use the App.

You agree that our responsibilities do not extend to the internal management or administration of the App for you. You are responsible for understanding the settings and controls for each App you use and for controlling whom you allow to become an Authorized User, including whom you specify as an administrator.

The Apps are not intended for, and should not be used by, anyone under the age of 16. You are responsible for ensuring that all Authorized Users are at least 16 years old.

7. Access Credentials

If the App requires Access Credentials you must ensure that all Authorized Users keep them strictly confidential and do not share such information with any unauthorized person. Access Credentials are granted to and are associated with a particular individual and may not be shared. You and Authorized Users may not convey, transfer or otherwise disseminate Access Credentials or their parts to any other person, entity or organization.

You accept responsibility for the confidentiality and use of Access Credentials that you may receive for your Authorized Users’ access to the App and for its use. You accept responsibility for all activities that occur under your Access Credentials. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of Access Credentials.

8. Evaluation License

The App may be provided for a free trial period for you to assess its features and performance. Evaluation license is granted for evaluation purposes only, and for a limited period of time.

Atlassian is responsible for setting out trial terms and conditions and their extension (if applicable), which may vary for Cloud Apps and Software Apps. Please, refer to the “Pricing” section of the App Details Page for more information.

9. Third Party Software and Services

The App may be connected, interoperate or work with, and/or utilize Third-Party Services.

You recognize and acknowledge that:

- Your use of any Third-Party Service and information will be governed by the applicable license agreements or terms of services, if any, with such third party. You shall comply with the terms of these agreements. WE ARE NOT RESPONSIBLE FOR PERFORMANCE AND/OR RELIABILITY OF ANY THIRD PARTY SERVICES AND WILL HAVE NO LIABILITY OF ANY KIND FOR YOUR USE OF SUCH THIRD PARTY SERVICES. WE MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THIRD PARTY SERVICES.
- We do not conduct investigations or reviews of any of Third-Party Services, and do not recommend, endorse or approve of any of them.

10. Maintenance (Updates and Support)

The purchase price of a Software App includes maintenance (version updates and support). Maintenance is valid for a prepaid period of one, two or three years, or for other term as agreed by you and Reseller.

A Cloud App is maintained as long as your subscription is active.

The pricing details and the terms of the maintenance renewal can be found in the “Pricing” section of the App Details Page.

We do not provide maintenance for free Apps. We may provide maintenance for free Apps at our sole discretion and on our own ad hoc terms.

We provide support services in accordance with our SLA.

App support includes an online FAQ, online documentation and support through online helpdesk (ticket system) or via email. Support is available in English. At our discretion we may make it available in other languages or through other communication channels.

We will make updates or upgrades available for the Apps, if and when available.

For the avoidance of doubt support and maintenance do not include any custom software development or implementation of custom features for the App or any assistance with the Atlassian Product or any other Third-Party Service, their updating, maintenance or support.

11. Publicity Rights
You give us consent to use your name and to include a link to your website for the purposes of mentioning you as our customer or as a user of the App, and to describe our or our Affiliate’s role in relation to the App and/or the services provided to you (if applicable), in any form for any promotional, publicity, marketing or advertising purpose in any media, including, but not limited to Atlassian Marketplace, our or our Affiliates’ websites, portfolios, or in other promotional materials and media. You can withdraw this consent at any time sending a request to tech-support@stiltsoft.com or creating a ticket in our helpdesk system.

12. Your Feedback

If you choose to communicate to us any feedback, ideas or suggestions for improvement of the Apps, you grant us free-of-charge, perpetual, irrevocable, non-exclusive, transferable right to use, modify, share, distribute and communicate such feedback for any and all commercial or non-commercial purposes, without charge and free of any obligation of attribution. You warrant that any such feedback you communicated to us is not subject to any license or any other third party right. No such feedback will be considered your Confidential Information.

13. Data Collection and Privacy Policy

Any information and data that we collect from you, your Authorized Users or the devices used by you and your Authorized Users will be subject to our Privacy Policy.

By entering into this Agreement, you agree that Privacy Policy, as it exists at any relevant time, shall be applicable to you and your Authorized Users.

14. Confidentiality

Our Confidential Information. You agree that all code, inventions, know-how, business, technical and financial information disclosed to you by us constitute our confidential property, provided that it is identified as confidential at the time of disclosure or that you should reasonably understand to be confidential or proprietary. Notwithstanding the above any intellectual property and technology used in or with the Apps shall be deemed our Confidential Information without any marking or further designation.

Except as expressly authorized herein, you will hold in confidence and not use or disclose your Confidential Information. Your obligation shall not apply to information which you can document: (i) was rightfully in your possession or known to you prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of yours; (iii) is rightfully obtained by you from a third party without breach of any confidentiality obligation; or (iv) is independently developed by your employees who had no access to such information. You may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to us).

You acknowledge that disclosure of our Confidential Information would cause us substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by we will be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

Information You Provide Is Not Confidential. We will honor and protect any right you have under applicable patent and/or copyright laws. However, we do not require you to provide us with any of your confidential or non-public information and we will not accept any information in any form which you consider confidential. You agree that you will not provide to us any confidential information.

You acknowledge and agree that we do not take any non-compete obligations, including, but not limited to that neither this Agreement nor any other contract limits our right to develop or have developed for us products, concepts, systems or techniques that are similar to or compete with any other products, concepts, systems or techniques contemplated or embodied in information you disclose to us.

15. Representations and Warranties

You represent, warrant and covenant that:

- You are at least 18 years of age and are able to form a legally binding contract. If you are a business or other legal entity and not an individual, then the individual entering into this Agreement on your behalf represents that he or she has all necessary legal authority to bind you to this Agreement.
- You have the full right, power, and authority to enter into and fully perform this Agreement.
- Your use of the App is in compliance with all applicable laws.
- The exercise of any rights granted under this Agreement by you or any materials, content, data or information you use in connection with the App will not violate any law, contain any defamatory material, or violate or infringe any intellectual property, proprietary, or other rights of any person or entity (including contractual rights, copyrights, trademarks, patents, trade dress, trade secret, common law rights, rights of publicity, or privacy, or moral rights).
- You will not submit to the App or use the App to collect any Sensitive Data.
- Nothing you provide to us or our Affiliates is confidential.

We represent, warrant and covenant that:

- We have the full right, power, and authority to enter into and fully perform this Agreement.
- We own or otherwise has all rights necessary to provide the App and grant the rights and licenses granted in this Agreement, without infringing any third party’s rights.
- We shall use commercially reasonable efforts to ensure that the App does not include at the time of delivery to you, any "worms," "viruses," "Trojan horses", "spyware", or "lock out" or "self destruct" devices, or any other code intended to disable, limit, restrict, disrupt or provide, enable or allow unauthorized access to the App or to your information systems and networks.

16. Disclaimers of Warranties
THE APP IS PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. YOU ASSUME RESPONSIBILITY FOR SELECTING THE APP TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE APP OR INFORMATION MADE AVAILABLE VIA THE APP. WITHOUT LIMITING THE FOREGOING PROVISIONS, WE MAKE NO WARRANTY THAT THE APP WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE APP WILL MEET YOUR REQUIREMENTS.

17. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE APP, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. NEITHER PARTY’S AGGREGATE LIABILITY TO THE OTHER SHALL EXCEED THE AMOUNT ACTUALLY RECEIVED BY US FOR YOUR USE OF THE APP IN THE 6 MONTHS IMMEDIATELY PRECEDING THE CLAIM. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, OUR AGGREGATE LIABILITY TO YOU IN RESPECT OF A FREE APP SHALL BE US$20. THIS SECTION SHALL NOT APPLY TO EITHER PARTY’S EXPRESS INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, OR TO YOUR BREACH OF THE LICENSE RESTRICTIONS. The parties agree that the limitations specified in this Section will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

To the maximum extent permitted by applicable law, we disclaim all obligations or liabilities with respect to free Apps, including any maintenance, warranty, and indemnity obligations.

Neither party shall be liable for any loss resulting from a cause over which it does not have direct control, including but not limited to, the failure of electronic or mechanical equipment or communication lines, Internet, telephone or other interconnect problems, unauthorized access, theft, your errors, or events of force majeure.

18. Indemnification

**Indemnification by You.** You agree to indemnify, defend and hold harmless us, our Affiliates, officers, directors, employees, agents, representatives from and against any and all claims, including, but not limited to, any liability or expense arising from any claims, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorney's fees, of every kind and nature, arising from or relating to your use and/or your customers’ (as defined in Section 6) use of the App and/or your breach or alleged breach of this Agreement, including, but not limited your representations and warranties, or any third party's rights.

**Indemnification by Us.** We agree to indemnify, defend and hold harmless you, your Affiliates, officers, directors, employees, agents and representatives from and against any and all claims, including, but not limited to, any liability or expense arising from any claims, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorney’s fees, of every kind and nature, arising from or relating to any threatened or actual claim for infringement, breach, or misappropriation of any intellectual property or proprietary right, including, without limitation, patents, copyrights, trade secrets, trademarks, service marks, by or based upon your use of the paid App. As a condition to our obligations under this Section, you must provide us (i) prompt written notice of the claim (and in any event notice in sufficient time for us to respond without prejudice), (ii) the exclusive right to control and direct the investigation, settlement and defense (if applicable) of the claim, and (iii) all reasonable necessary cooperation. Our indemnification obligations above do not apply: (i) if the total aggregate fees we receive with respect to your subscription or license to the App in the twelve (12) month period immediately preceding the claim is less than US$25,000; (ii) if the App is modified by any party other than us, but solely to the extent the alleged infringement is caused by such modification; (iii) to unauthorized use of the App; (iv) to any claim arising as a result of your data or circumstances covered by your indemnification obligations in subsection “Indemnification by You”; or (v) if you settle or make any admissions with respect to a claim without our prior written consent.

This subsection sets forth our sole liability and your exclusive remedy with respect to third party claims of intellectual property rights infringement.

19. Modifications

We reserve the right, at any time and at our sole discretion:

- To modify or revise this Agreement.
- To update or modify Documentation.
- To make changes, update or discontinue our Apps or any of their features and functionality at any time.
- To terminate or restrict access to the App.

If a revision of the Agreement meaningfully reduces your rights, we will use reasonable efforts to notify you, for example:

- By sending an email to your designated contact;
- By posting the amendments or the amended Agreement to our website; or
- By making an in-App notification.

You may be required to click through the updated Agreement to show your acceptance. If you do not agree to the updated Agreement after it becomes effective, you shall discontinue use of the App immediately.

Your continued use of the App after a change or update has been made will constitute your acceptance to the amended Agreement.

20. Term and Termination

This Agreement shall commence upon first installation, download, subscription to or use of the App by you, whether the App is provided for evaluation, as a fully licensed version, or in any other form.
Unless earlier terminated as set forth herein or terminated due to the expiration of the trial period, this Agreement shall be effective for the term specified in the “Pricing” section of the App Details Page.

You may terminate this Agreement at any time, for any reason or no reason upon written notice to us.

Without limiting other remedies, we may suspend or terminate this Agreement with you, or may terminate or suspend your use of the App at any time and with no liability to you if:

- Atlassian terminated its vendor agreement with us.
- You violate any term of this Agreement.
- You infringe proprietary rights, rights of privacy, or intellectual property rights of any person, business or organization.
- You have been engaged in other actions relating to or in the course of using the App that may be illegal or cause liability, harm, abuse or disruption for you, other customers, us, any other third parties, or for any of our Apps.
- We have not received our payment pertaining to your use of the App from the Reseller.
- It is required by law.
- We cease offering or discontinued the App.

We may terminate your right to use free Apps at any time and for any reason or for no reason in our sole discretion, without liability to you.

Your license will end upon any termination of this Agreement, even if it is identified as “perpetual” or if no expiration date is specified when you ordered the App.

Upon termination, all license grants end and you must destroy and permanently erase all copies of the App, Documentation and our Confidential Information, and cease all use.

Notwithstanding the above, in relation to paid Apps, prior to expiration of the Transition Period (as defined in section 11.3(a) of the Atlassian Marketplace Vendor Agreement) the following will apply:

- For Cloud Apps we will make the App available to you on a hosted basis until the conclusion of any Surviving Terms (as defined in section 11.3(b) of the Atlassian Marketplace Vendor Agreement).
- In the case when we continue to provide the App but took it down from the Atlassian Marketplace, where possible, we will use commercially reasonable efforts to move you to our non-Atlassian license mechanism.

Whatever the cause of termination is, you will not receive any credits or refunds for any license or maintenance fees which you may have paid in advance (including fees for a perpetual license), except as may otherwise be provided by the Atlassian Marketplace Terms. You agree and acknowledge that the Resellers are responsible for refunds (if any), and you will not request any refunds from us.

The following provisions will survive any termination or expiration of this Agreement: Sections 2 (Ownership), 4 (License Restrictions), 5 (Payment, Subscriptions, Renewals, Refunds, Delivery), 9 (Third Party Software and Services), 11 (Publicity Rights), 12 (Your Feedback), 14 (Confidentiality), 15 (Representations and Warranties), 16 (Disclaimer of Warranties), 17 (Limitation of Liability), 20 (Term and Termination), 21 (Dispute Resolution; Governing Law), and 22 (Miscellaneous).

21. Dispute Resolution; Governing Law

Informal Resolution. In the event of any controversy or claim arising out of or relating to this Agreement, the parties will consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of thirty (30) days, either party may pursue relief as may be available under this Agreement pursuant to subsections “Choice of Law” and “Location for Resolving Disputes”. All negotiations pursuant to this subsection will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions.

Choice of Law. You agree that the laws of the Republic of Belarus govern this Agreement, its subject matter, any action related to this Agreement, and any claim or dispute that may arise, without regard to the conflict of laws rules, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability.

Location for Resolving Disputes. You further agree that any disputes or claims related to this Agreement will be resolved by a state court located in the Republic of Belarus. BY ENTERING THIS AGREEMENT, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST US AND OUR AFFILIATES BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, THE STATES COURTS IN THE REPUBLIC OF BELARUS OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS. Nothing in this Section shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the laws of such other jurisdiction.

22. Miscellaneous

Consent to Receive Communications in Electronic Form. For contractual purposes, you:

- Consent to receive communications from us in an electronic form via the email address(es) you have submitted or using other electronic means of communication; and
- Agree that this Agreement and all other agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing.

Independent Contractors. The parties are independent contractors. This Agreement will not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give either party the express or implied right, power or authority to create any duty or obligation of the other party.
Severability. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

Export/Import Laws. You must ensure that you comply with any applicable export or import rules, regulations and restrictions applicable to your licensing or use of the App.

Assignment. You may not assign or transfer the Agreement without our prior written consent, except that you may assign all of your rights and obligations under this Agreement to any legal entity without consent in connection with a merger or the sale of all or substantially all of your assets as long as (i) you give us written notice of any such assignment at least fifteen (15) days before such assignment and (ii) the assignee agrees in writing to be bound by all terms and conditions of this Agreement. We may freely assign, transfer, and delegate its rights and obligations under this Agreement. You acknowledge and agree that our Affiliates, contractors and service providers may exercise all our rights under the Agreement.

Entire Agreement. This Agreement is the entire agreement between you and us relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, letter or other communication between the parties relating to its subject matter during the term of this Agreement. This Agreement does not give any third party any rights or remedies hereunder.

Last updated: 14 Jun 2019