

Privacy Policy !

Omenka App LLC

END USER LICENCE AGREEMENT

Please read carefully the terms and conditions of this End User License Agreement (EULA) before downloading, installing or using the Indigenous Signed Language App website/app. By signing up on the Indigenous Signed Language App website/app you are agreeing to be bound by the following terms and conditions

This **EULA** is a legal agreement between you and Indigenous Signed Language App and governs your use of the Website/App on your device. The content of the EULA is binding and is not subject to any varying terms or conditions, unless as provided by ("Omenka App LLC"). subsequently upon due notice to the End User.

Definitions

"App" The Omenka App LLC application on the Google Play Store or Apple App Store **"Biller"/"Vendor"** The owner of the service/product integrated with the Omenka App llc website/app for the purpose of documenting Omenka App LLC

"Data" Any files, messages or other information irrespective of form, stored on the website/app directly or indirectly by, for and on behalf of the Vendor under the Services for which the Vendor assumes full responsibility whether for its legality, proprietorship or otherwise.

"Device" A computer or Mobile device

"End User/User" Users of the website/app for the purpose of learning of the vendor's services.

1. OVERVIEW

The Website/App allows you to learn about indigenous signed languages that are region specific and prevent the loss of this sign language

2. GRANT OF LICENSE

Subject to Your compliance with this EULA, Omenka App LLC grants you a revocable, limited, non-exclusive and nontransferable right and license to access and use the website/app on your device owned or controlled by you.

3. RESTRICTIONS ON USE

Except as expressly set out in this EULA or as permitted by law, you agree:

- a) not to copy the website/app except where such copying is incidental to normal use of the website/app or where it is necessary for the purpose of back-up or operational security;
- b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the website/app
- c) not to make alterations to, or modifications of, the whole or any part of the website/app, or permit the website/app or any part of it to be combined with, or become incorporated in, any other programs;
- d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the website/app or attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the website/app with another software program, and provided that the information obtained by you during such activities is used only for the purpose of achieving interoperability of the website/app with another software program;
- e) the license shall not unnecessarily disclose or communicated without our prior written consent to any third party; and
- f) the license shall not be used to create any software that is substantially similar to the website/app
- g) to include our copyright notice on all entire and partial copies you make of the website/app on any medium;
- h) not to provide or otherwise make available the website/app in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- i) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the website/app

4. ACCEPTABLE USE RESTRICTIONS

You must:

- a) not use the website/app in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously e.g by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;
- b) not infringe our intellectual property rights or those of any third party in relation to your use of the website/app (to the extent that such use is not licensed by this EULA);

- c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the website/app
- d) not use the website/app in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- e) not collect or harvest any information or data from the website/app or our systems or attempt to decipher any transmissions to or from the servers running of the website/app

5. TERM AND TERMINATION.

This EULA is effective upon your acceptance of its terms and conditions and upon your downloading, installing, accessing, and using the website/app even if you have not expressly accepted this Agreement. This EULA shall continue in effect until expiration or termination as provided herein (the “Term”). Without prejudice to any other rights, this EULA will terminate automatically without notice to you if you breach or fail to comply with any of the limitations or other requirements described herein.

7. LIMITATION OF LIABILITY

Omenka App LLC does not assume any liability for purchases, payments, transactions, or other commerce activity made using the website/app and you agree to look solely to agreements you may have with your card issuer, payment network, financial institutions, or merchant to resolve any questions or disputes relating to associated commerce activity.

8. WARRANTY DISCLAIMER

You expressly acknowledge and agree that use of the website/app and any documents and services provided is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the website/app and documents and services are provided "as is" and "as available", with all faults and without warranty of any kind, and we hereby disclaim all warranties and conditions with respect to the App, Documents and Services, either express, implied or statutory, including, but not limited to, any implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third-party rights. We do not warrant against interference with your enjoyment of the App or documents, that the functions contained in the App or Services will meet your requirements, that the operation of the App or Services will be uninterrupted or error-free, or that defects in the App or Services will be corrected. No oral or written information or advice given by us or our authorised representative shall create a warranty. Should the App or Services

prove defective, you assume the entire cost of all necessary servicing, repair or correction.

9. PRIVACY

Omenka App LLC hereto undertakes to keep confidential all information of the User on the website/app that it shall have obtained or received as a result of the acceptance of this Terms and Conditions save that which is [a]trivial or obvious or [b] already in its possession other than as a result of a breach of this clause; or [c] in the public domain other than as a result of a breach of this clause. Omenka App LLC requires some information from your Device in order to offer the full experience. By Using these features, you agree and consent to Omenka App LLC functionality.

12. LANGUAGES

This Agreement is concluded in English only. We will communicate with you in English only.

14. NOTICES TO YOU

You agree that Omenka App LLC may provide notice or other information to you by posting it on the indigenous signed language website/app (including the posting of information which is only accessed by you by logging into your Account), emailing it to the email address listed in your Account, mailing it to the street address listed in your Account, calling you by phone, or sending you a “text” / SMS message. You must have internet access and an e-mail account to receive communications and information relating to the Services. With the exception of amendments to this Agreement, such notice shall be considered to be received by you within 24 hours of the time it is posted to the Omenka App LLC website/app or emailed to you. If the notice is sent by mail, we will consider it to have been received by you three Business Days after it is sent. You may request a copy of any legally required disclosures (including this Agreement) from us and we will provide this to you in a form which allows you to store and reproduce the information (for example, by e-mail) and you may terminate your consent to receive required disclosures through electronic communications by contacting indigenous signed language. Omenka App LLC reserves the right to close your Account if you withdraw your consent to receive electronic communications

15. AMENDMENTS TO THIS AGREEMENT

We may at any time amend, delete or add to this Agreement, including the Fees and other amounts which apply to your Account (a “Change”) by giving notice of such Change by posting a revised version of this Agreement on the Omenka App LLC website/app. A Change will be made unilaterally by us and you will be deemed to have accepted the Change after you have received notice of it. We will give you 1 week notice of any Change with the Change

taking effect once the 1 week notice period has passed.

17. DISPUTE RESOLUTION

In the event of any allegation of breach or question of interpretation relating to the Agreement or any other dispute in respect thereof the parties shall meet and negotiate in good faith to settle the matter amicably. If the parties are unable to settle the matter by Negotiation, within 30 (thirty) days of the declaration of such dispute, then, upon notice by either party to the other, the disputes, claims, questions or differences shall be referred to confidential mediation. Failing the ability of the parties to resolve the dispute through mediation, the dispute shall be submitted to arbitration.