

End-User License Agreement (EULA) of Ease Touch (v1.0 – 2018/05/24)

This End-User License Agreement ("EULA") is a legal agreement between you and CREA Sistemes Informàtics (hereinafter referred as "CREA").

This EULA agreement governs the download, access and use of the "Ease Touch" Android mobile application (hereinafter referred as the "Software") directly from CREA or indirectly through a CREA authorized reseller or distributor (a "Reseller").

Please read this EULA agreement carefully before using the Ease Touch software. It provides a license to use the Ease Touch software and contains warranty information and liability disclaimers.

If you register for a free trial of the Ease Touch software, this EULA agreement will also govern that trial. By clicking "accept" or installing and/or using the Ease Touch software, you are confirming your acceptance of the Software and agreeing to become bound by the terms of this EULA agreement.

If you are entering into this EULA agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this EULA agreement, do not install or use the Software, and you must not accept this EULA agreement.

This EULA agreement shall apply only to the Software supplied by CREA herewith regardless of whether other software is referred to or described herein. The terms also apply to any CREA updates, supplements, Internet-based services, and support services for the Software, unless other terms accompany those items on delivery. If so, those terms apply.

License Grant

CREA hereby grants you a personal, non-transferable, non-exclusive license to use the Ease Touch software on an Android device that YOU own or control in accordance with the terms of this EULA agreement. This license

does not allow YOU to use the Software on an Android device that YOU do not own or control. You are responsible for ensuring your device meets the minimum requirements of the Ease Touch software.

You are not permitted to:

- Edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit the whole or any part of the Software to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the Software or attempt to do any such things; except as and only to the extent of foregoing restrictions prohibited by the applicable law or to the extent as may be permitted by the licensing terms of any open sourced components included with the Software. Any attempt to do so is a violation of the rights of Ease Touch and its licensors.
- Reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose
- Allow any third party to use the Software on behalf of or for the benefit of any third party
- Use the Software in any way which breaches any applicable local, national or international law
- Use the Software for any purpose that CREA considers is a breach of this EULA agreement

CREA reserves the right to edit, update, modify, suspend, remove or terminate the services provided by the Software, including all or part of its contents, without prior notice and to modify the form or type of access to the Software.

Intellectual Property and Ownership

CREA shall at all times retain ownership of the Software as originally downloaded by you and all subsequent downloads of the Software by you. The Software (and the copyright, and other intellectual property rights of whatever nature in the Software, including any modifications made thereto) are and shall remain the property of CREA.

CREA reserves the right to grant licences to use the Software to third parties.

No Warranty

YOU agree that your use of the Software is at your sole risk and the Software is provided “as is” and “as available”. CREA is not responsible for the final quality of the Software and or for whether it serves and meets the user’s objectives. CREA and its affiliates expressly disclaim all warranties of any kind, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Exclusion of Liability

CREA is not responsible for the use of the Software by an under-age person, being the download and use of the Software the sole responsibility of the user.

Responsibility for use of the Software solely relates to YOU. Except as expressly stated in this End User License Agreement, CREA is not responsible for any loss or damage arising in connection with the download or use of the Software, such as those produced as a result of errors, faults or blockages in the system operation of the Software. Similarly, CREA is not liable for damages resulting from improper or inappropriate use of the Software by the users.

Termination

This EULA agreement is effective from the date you first use the Software and shall continue until terminated. You may terminate it at any time upon written notice to CREA.

It will also terminate immediately if you fail to comply with any term of this EULA agreement. Upon such termination, the licenses granted by this EULA agreement will immediately terminate and you agree to stop all access and use of the Software. The provisions that by their nature continue and survive will survive any termination of this EULA agreement.

Privacy Policy

CREA may use the personal information provided by YOU only in aggregated form, effectively preventing personal identification, for improving the Software and statistical analysis. The Software may collect and store operative, non-personal data related to its use.

The Software may require the user to type her credentials, user name and password, to connect to a remote server in order to configure or update the Software. These credentials will only be used momentarily to connect to the remote server and will never be stored by the Software.

Governing Law

This EULA agreement, and any dispute arising out of or in connection with this EULA agreement, shall be governed by and construed in accordance with the laws of Spain, and submit, expressly waiving any other jurisdiction, to the courts of Tarragona.