

MOBILE APPLICATION END-USER LICENCE AGREEMENT

between

END-USER

and

PRINCE STANISLAS ROZARIO

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CLAUSE

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PLEASE READ CAREFULLY BEFORE DOWNLOADING OR STREAMING THE APP FROM THIS WEBSITE.

This end-user licence agreement (**EULA**) is a legal agreement between you (**End-user** or **you**) and Prince Stanislas Rozario, Hyattsville, Maryland, 20784, United States of America (**Licensor, us** or **we**) for:

- A *Blockwork Orange* mobile application software (**App**);

We licence use of the App and Documents to you on the basis of this EULA and subject to any rules or policies applied by the Google Android application store from whose site, located at <https://play.google.com/store/apps> (**Appstore**), the End-user downloaded the App (**Appstore Rules**). We do not sell the App to you. We and/or the owners of the App remain the owners of the App at all times.

Operating system requirements This App requires an Android device with a minimum operating system of Android 6.0 “Marshmallow.”

Important notice:

- By downloading the and installing the App, you are agreeing to "Accept" the terms of the licence which will bind you. The terms of the licence include, in particular, limitations on liability in condition 7.
- If you do not agree to the terms of this licence, we will not license the App to you and you must stop the downloading or streaming process (as applicable), or otherwise Uninstall the App now, or terminate the downloading or streaming process immediately.

You should print a copy of this EULA for future reference.

AGREED TERMS

1. ACKNOWLEDGEMENTS

- 1.1 The terms of this EULA apply to the App or any of the services accessible through the App (**Services**), including any updates or supplements to the App or any Service, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the App or any Service, the terms of an open-source licence may override some of the terms of this EULA.
- 1.2 We may change these terms at any time. Any change of terms will be updated in the App page. You will be notified of a change when you next start the App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.
- 1.3 From time to time, updates to the App may be issued through the Appstore. Depending on the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the App and accepted any new terms.

- 1.4 You will be assumed to have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you and described in condition 2.2(a) (**Devices**) and to download or stream a copy of the App onto the Devices. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the App or any Service on or in relation to any Device, whether or not it is owned by you.
- 1.5 By using the App or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.
- 1.6 The App or any Service may contain links to other independent third-party websites (**Third-party Sites**). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.
- 1.7 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. GRANT AND SCOPE OF LICENCE

- 2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the App on the Devices, subject to these terms, the Privacy Policy and the Appstore Rules, incorporated into this EULA by reference. We reserve all other rights.
- 2.2 You may:
- (a) download or stream a copy of the App onto an Android device and to view, use and display the App on the Devices for your personal purposes only; and

3. LICENCE RESTRICTIONS

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

- (a) not to copy the App except where such copying is incidental to normal use of the 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 App;

- (c) not to make alterations to, or modifications of, the whole or any part of the App, or permit the 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 App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the App with another software program;
 - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (iii) is not used to create any software that is substantially similar to the App;
- (e) to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;
- (f) to include our copyright notice on all entire and partial copies you make of the App on any medium;
- (g) not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- (h) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service (**Technology**),

together **Licence Restrictions**.

4. ACCEPTABLE USE RESTRICTIONS

You must:

- (a) not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, 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 App or any Service (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 App or any Service;

- (d) not use the App or any Service 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 any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.
- (f) not act out against characters in the App, whether fictitious or real, in any way, including violence towards or against any characters in the App.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 You acknowledge that all intellectual property rights in the App, and the Technology anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App, or the Technology other than the right to use each of them in accordance with the terms of this EULA.
- 5.2 You acknowledge that you have no right to have access to the App in source-code form.

6. NO WARRANTY OR SUPPORT

- 6.1 You expressly acknowledge and agree that use of the App and Services provided is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you.
- 6.2 To the maximum extent permitted by applicable law, the App 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 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, 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 authorized representative shall create a warranty. Should the App or Services prove defective, you assume the entire cost of all necessary servicing, repair or correction.

7. LIMITATION OF LIABILITY

- 7.1 You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App as described in this EULA meet your requirements.

- 7.2 We only supply the App for domestic and private use. You agree not to use the App for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.3 Our maximum aggregate liability under or in connection with this EULA (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to local applicable laws. This does not apply to the types of loss set out in condition 7.4.
- 7.4 Nothing in this EULA shall limit or exclude our liability for:
- (a) death or personal injury resulting from our negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) any other liability that cannot be excluded or limited by local and international law.

8. TERMINATION

- 8.1 We may terminate this EULA immediately by written notice to you:
- (a) if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
 - (b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; and
 - (c) on thirty days notice.
- 8.2 On termination for any reason:
- (a) all rights granted to you under this EULA shall cease;
 - (b) you must immediately cease all activities authorised by this EULA;
 - (c) you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App that is in your possession, custody or control and certify to us that you have done so.

9. COMMUNICATION BETWEEN US

- 9.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail at worksbyprince@gmail.com. We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 9.2 If we have to contact you or give you notice in writing, we will do so by e-mail to the email address you provide to us in your request for the App.

10. EVENTS OUTSIDE OUR CONTROL

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (**Event Outside Our Control**).
- 10.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:
- (a) our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - (b) we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

11. OTHER IMPORTANT TERMS

- 11.1 We may transfer our rights and obligations under this EULA to another organization, but this will not affect your rights or our obligations under this EULA.
- 11.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.
- 11.3 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 11.4 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 11.5 Please note that this EULA, its subject matter and its formation, are governed by United States law. You and we both agree that the courts of the United States and its territories will have non-exclusive jurisdiction.

12. PRIVACY POLICY

- 12.1 A *Blockwork Orange* app as an Ad Supported app. This Service is provided by at no cost and is intended for use as is. This Privacy Policy is used to inform visitors

regarding our policies with the collection, use, and disclosure of Personal Information if anyone decided to use this Service. If you choose to use this Service, then you agree to the collection and use of information in relation to this policy. The Personal Information that is collected is used for providing and improving the Service. I will not use or share your information with anyone except as described in this Privacy Policy.

- 12.2 Information Collection and Use: For a better experience, while using our Service, we may require you to provide us with certain personally identifiable information, including but not limited to your personal email address, physical location and device information. The information that is requested will be retained on your device and is not collected by us in any way.
- 12.3 The app does use third party services that may collect information used to identify you.
- 12.4 Link to privacy policy of third-party service providers used by the app: [Google Play Services](#)
- 12.5 Log Data: We want to inform you that whenever you use this App, in a case of an error in the App, we collect data and information (through third party products) on your phone called Log Data. This Log Data may include information such as your device Internet Protocol (“IP”) address, device name, operating system version, the configuration of the app when utilizing my Service, the time and date of your use of the Service, and other statistics.
- 12.6 Cookies are files with a small amount of data that are commonly used as anonymous unique identifiers. These are sent to your browser from the websites that you visit and are stored on your device's internal memory. This Service does not use these “cookies” explicitly. However, the app may use third party code and libraries that use “cookies” to collect information and improve their services. You have the option to either accept or refuse these cookies and know when a cookie is being sent to your device. If you choose to refuse our cookies, you may not be able to use some portions of this App.
- 12.7 Service Providers: We may employ third-party companies and individuals due to the following reasons:
 - (a) To facilitate our Service;
 - (b) To provide the Service on our behalf;
 - (c) To perform Service-related services; or
 - (d) To assist us in analyzing how our Service is used.

We want to inform users of this Service that these third parties have access to your Personal Information. The reason is to perform the tasks assigned to them on our behalf. However, they are obligated not to disclose or use the information for any other purpose.

- 12.8 Security: We value your trust in providing us your Personal Information, thus we are striving to use commercially acceptable means of protecting it. But remember that no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and thus, we cannot guarantee its absolute security.
- 12.9 Links to Other Sites: This App, including any advertisements, may contain links to other sites. If you click on a third-party link, you will be directed to that site. Note that these external sites are not operated by us, or the developers, or the app store. Therefore, we strongly advise you to review the Privacy Policy of these websites. We have no control over and therefore, cannot assume responsibility for the content, privacy policies, or practices of any third-party sites or services.
- 12.10 Children's Privacy: These Services do not address anyone under the age of 13. We do not knowingly collect personally identifiable information from children under 13. In the case it is discovered that a child under 13 has provided personal information, we will immediately delete this from all records. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us so that we will be able to take the necessary actions.
- 12.11 Changes to This Privacy Policy: We may update our Privacy Policy from time to time. Thus, you are advised to review this page periodically for any changes. You will be notified of any changes by posting of the new Privacy Policy on this page. These changes are effective immediately after they are posted on this page.
- 12.12 Contact Us: If you have any questions or suggestions about my Privacy Policy, do not hesitate to contact us at worksbyprince@gmail.com.

This agreement has been entered into upon installing the App on Your Device.