

Polifax Inc. Meme Wars End User License Agreement (EULA)

Last Updated: 7/24/2024

This End User License Agreement ("Agreement") is a legal agreement between you ("User") and Polifax Inc. ("Company") governing your use of the software application called Meme Wars ("Software"). By installing or using the Software, you agree to be bound by the terms of this Agreement. If you do not agree to these terms, do not install or use the Software.

- 1. License Grant** Polifax Inc. grants you a non-exclusive, non-transferable, revocable license to use the Software solely for your personal, non-commercial purposes, subject to the terms and conditions set forth in this Agreement.
- 2. Restrictions** You may not: a. Copy, modify, or distribute the Software for any purpose. b. Reverse engineer, decompile, or disassemble the Software. c. Use the Software to develop any derivative works. d. Rent, lease, lend, sell, sublicense, or transfer the Software. e. Use the Software in any manner that violates any applicable laws or regulations.
- 3. Ownership** The Software is licensed, not sold. Polifax Inc. retains all right, title, and interest in and to the Software, including all intellectual property rights therein.
- 4. Updates and Modifications** Polifax Inc. may provide updates, enhancements, or modifications to the Software at its discretion. Any such updates, enhancements, or modifications will be subject to the terms of this Agreement.
- 5. Termination** This Agreement is effective until terminated. Your rights under this Agreement will terminate automatically without notice if you fail to comply with any term(s) of this Agreement. Upon termination, you must cease all use of the Software and destroy all copies of the Software in your possession.
- 6. Disclaimer of Warranties** The Software is provided "as is" without warranty of any kind. To the maximum extent permitted by applicable law, Polifax Inc. disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Polifax Inc. does not warrant that the Software will be error-free or uninterrupted.
- 7. Limitation of Liability** To the maximum extent permitted by applicable law, in no event shall Polifax Inc. be liable for any indirect, incidental, special, consequential, or punitive damages, or any damages whatsoever, arising out of or in connection with the use or inability to use the Software, whether based on contract, tort, negligence, strict liability, or otherwise, even if Polifax Inc. has been advised of the possibility of such damages.
- 8. Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of [Your State], without regard to its conflict of law principles.

9. **Severability** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable to the fullest extent permitted by law.
10. **Entire Agreement** This Agreement constitutes the entire agreement between you and Polifax Inc. with respect to the Software and supersedes all prior or contemporaneous understandings regarding such subject matter.

By installing or using the Software, you acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions.

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