

End-User License Agreement (EULA) of Twaddle

Structure

Preamble	1
License Grant	2
Eligibility	2
Privacy & Consent to use of Data	3
Community rules	3
Upgrades, Updates and Fixes	3
Third party services	4
Limitation of Liability	4
Limitation of Warranties	4
No Refunds	5
Indemnification	5
Intellectual Property and Ownership	5
Termination	6
Governing Law, Jurisdiction	6
Final Provisions	6

1) Preamble

This End-User License Agreement ("This Agreement") is a legal agreement between you and RoulApp UG (haftungsbeschränkt), named "The Company" in the following. This EULA governs your acquisition and use of our Twaddle software ("The Software") either directly from RoulApp or indirectly through a RoulApp authorized reseller or distributor (a "Reseller"). Please read This agreement carefully before completing the installation process and using The Software. It provides a license to use The Software and contains warranty information and liability disclaimers. If you register for a free trial of the Software, This agreement will also govern that trial. By clicking "accept" or installing and/or using the Software, you are confirming your acceptance of the Software and agreeing to become bound by the terms of This agreement.

If you are entering into This 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 agreement, do not install or use the Software, and you must not accept This Agreement.

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

2) License Grant

The Company hereby grants you a personal, non-transferable, non-commercial, perpetual, non-exclusive licence to use the Software on your devices in accordance with the terms of This Agreement. All in accordance with the terms set forth and other legal restrictions set forth in 3rd party software used while running The Software.

You are permitted to load the Software (for example on a PC, laptop, mobile or tablet) under your control. You are responsible for ensuring your device meets the minimum requirements of the 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

- copy, distribute, resell, modify, rent, lend or otherwise use the Software for any commercial purposes
- 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 violates any applicable local, national or international law
- use the Software for any purpose that The Company considers a violation of This Agreement

3) Eligibility

You must be at least 17 years old to create an account and use The Software.

By signing up and using our service you warrant that you will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations

4) Privacy & Consent to use of Data

By using The Software you acknowledge that you have read, understood and accepted our Privacy Policy and you agree that The Company may collect and use technical and related data, in a way that does not personally identify the user, to improve our services. To view our Privacy Policy and for further information regarding the information we collect from you and how we use it, click here. <http://czokindustries.com/get/TwaddlePP.pdf>

You are responsible for maintaining the confidentiality of your login credentials you use to sign up for The Software, and you are solely responsible for all activities that occur under those credentials. If you think someone unknown to you has gained access to your account, please immediately contact us. (hello@gettwaddle.com)

5) Community rules

We at Twaddle aspire to provide a pleasant and supportive community which strives for the highest ethical level possible. Therefore we absolutely do not tolerate any objectionable content or abusive users and take reports by our users very seriously.

By using our service you agree not to:

- distribute, show or share any content that is hate speech, threatening, sexually explicit or pornographic
- show any form of incites violence; or post pictures that contain nudity or graphic or violence
- show any behaviour that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual
- use the Service for any purpose that is illegal or prohibited by this Agreement.

- violate our Community Guidelines, as updated from time to time.
 - spam, solicit money from or defraud any members.
 - impersonate any person or entity or post any images of another person without his or her permission.
 - bully, "stalk", intimidate, assault, harass, mistreat or defame any person.
 - post any Content that violates or infringes anyone's rights, including rights of publicity, privacy, copyright, trademark or other intellectual property or contract right.
- create another account if we have already terminated your account, unless you have our permission.

6) Upgrades, Updates and Fixes

The Company may provide you, from time to time, with Upgrades, Updates or Fixes according to his sole discretion. You hereby warrant to keep the Software up-to-date and install all relevant updates and fixes, and may, at your sole discretion, purchase upgrades, according to the rates set by The Company. The Company shall provide any update or fix free of charge. However, nothing in this Agreement shall require The Company to provide Updates or Fixes.

7) Third party services

The Service may contain advertisements and promotions offered by third parties and links to other web sites or resources. Tinder is not responsible for the availability (or lack of availability) of such external websites or resources. If you choose to interact with the third parties made available through our Service, such party's terms will govern their relationship with you. Tinder is not responsible or liable for such third parties' terms or actions.

8) Limitation of Liability

To the extent not prohibited by applicable law, in no event shall The Company be liable to you or a third party for personal injury, or any accidental, special, indirect or consequential damages whatsoever. This includes, without limitation, damages for loss of profits, loss of data or information, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use The Software or services or any other third party software or applications in conjunction with The Software however caused, regardless of the theory of liability (contract, tort or otherwise) and even if you have been advised of the possibility of such damages.

Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you. Regardless, in no event shall The Company's total liability to you for all damages exceed the amount of 40 dollars

(\$40.00). The forgoing limitations will apply even if the above stated remedy fails of its essential purpose.

9) Limitation of Warranties

The Software and Services are provided to you “as is” and “as available” with no warranties. The Company hereby disclaim all warranties, terms, or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including, without limitation, warranties, terms or conditions of merchantability, fitness for a particular purpose, satisfactory quality, correspondence with description, title, non-infringement, and accuracy of information generated. Accordingly, you acknowledge and agree that The Company and its resellers will have no liability in connection with or arising from your use of The Software. Your only right or remedy with respect to any problems or dissatisfaction with The Software is to immediately uninstall the Software and cease use of the Software.

You further acknowledge that Software and its resellers have no obligation whatsoever to furnish any maintenance or support services with respect to The Software and/or Services.

The Company does not warrant that the content displayed or transmitted on or through The Software and its connected services will be uninterrupted, or free of errors, viruses or other harmful components, and does not warrant that any of the foregoing will be corrected. The Company does not warrant or make any representations regarding the use of, or the results from the use of, The Software.

10) No Refunds

You warrant that you inspected The Software and that it is adequate to your needs. Accordingly, as The Software is intangible goods, you shall not be entitled to any refund, rebate, compensation or restitution for any reason whatsoever, even if the Software contains material flaws. The Company can however choose to refund you after a written inquiry by you on a voluntary basis.

11) Indemnification

You hereby warrant to hold The Company harmless and indemnify The Company for any lawsuit brought against it in regards to your use of The Software in means that violate, breach or otherwise circumvent this license, The Company's intellectual property rights or The Company's title in The Software. The Company shall promptly notify you in case of

such legal action and request your consent prior to any settlement in relation to such lawsuit or claim.

12) Intellectual Property and Ownership

None of The Software is being sold. All ownership, intellectual property, and other rights and interests in the Software remain solely with The Company, its Affiliates or its licensors. The source code of the Software is trade secret of Open Text Corporation, its Affiliates or its licensors, and is their confidential information.

13) Termination

This Agreement is effective from the date you first use the Software and shall continue until terminated.

You may terminate your use of the Services at any time by uninstalling and deleting The Software from all of your Devices. If you have subscribed to any Premium and all kind of paid contents & item Services, you agree that you are solely responsible for directly terminating all payment obligations you may have with any Application Store and/or payment processing service in connection with the Premium and all kind of paid contents & item Services

This Agreement will also terminate immediately if you fail to comply with any term of This Agreement. Upon such termination, the licenses granted by This 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 Agreement.

14) Governing Law, Jurisdiction

This Agreement is governed by the laws of the Federal Republic of Germany excluding (a) its conflicts or choice of law rules, and (b) the United Nations Convention on Contracts for the International Sale of Goods. Except for a request by The Company for injunctive or other equitable relief, any dispute arising out of this Agreement will be subject to the exclusive jurisdiction of the district court Munich I. The prevailing party in any litigation related to this EULA will be entitled to its reasonable attorneys' fees and court costs. The Uniform Computer Information Transactions Act, or any version, adopted by any state, does not apply to this EULA.

15) Final Provisions

Force Majeure

Except for payment and confidentiality obligations, or protection of intellectual property,

neither party is responsible for any delay or failure in performance of this Agreement to the extent due to causes beyond its reasonable control.

Severability

If any provision of this Agreement is deemed contrary to applicable law or unenforceable by a court of competent jurisdiction, the provision will be severed from this Agreement and all remaining provisions will continue in full force.