



## **Optomate.Net End User License Agreement (EULA)**

This End User License Agreement (the "Agreement") is a legal agreement between you (the "User") and Monkey Software Pty Ltd (the "Company") for the use of Optomate.Net (the "Application"). By using the Application, you agree to be bound by the terms of this Agreement.

### **License Grant**

The Company grants the User a non-exclusive, non-transferable, revocable license to use the Application for the User's own personal or business use. The license is granted for the term of the Agreement, subject to the terms and conditions herein.

### **Ownership**

The User retains ownership of all data and content that is uploaded, stored, or processed using the Application. The Company does not claim ownership of any User data or content, and the User is solely responsible for the accuracy, quality, legality, and appropriateness of the data and content.

### **Data Privacy**

The Company will take commercially reasonable measures to ensure the privacy and security of User data and content stored in the Application. The Company will not disclose User data or content to third parties except as required by law or as necessary to provide the Application to the User. The Company may use aggregate data for statistical and research purposes, but will not disclose individual User data or content in such cases.

### **Restrictions**

The User may not use the Application for any illegal or unauthorized purpose. The User may not modify, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Application.

### **Termination**

The Company may terminate this Agreement at any time if the User breaches any provision of this Agreement. Upon termination, the User must immediately cease all use of the Application.

### **Disclaimer of Warranties**

THE APPLICATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE APPLICATION WILL MEET USER'S REQUIREMENTS OR THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE.

### **Limitation of Liability**

THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE APPLICATION, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in the state of Victoria, Australia. Any dispute arising out of or relating to this Agreement shall be resolved in the courts located in that jurisdiction.

### **Entire Agreement**

This Agreement constitutes the entire agreement between the User and the Company with respect to the use of the Application, and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the User and the Company.

### **Modifications to Agreement**

The Company may modify this Agreement at any time, and the modifications shall be effective upon posting of the modified Agreement on the Company's website. The User's continued use of the Application after any such modification shall be deemed acceptance of the modified Agreement.

By using the Application, the User acknowledges that he or she has read this Agreement, understands it, and agrees to be bound by its terms and conditions. If the User does not agree to the terms and conditions of this Agreement, the User should not use the Application.