



Qoria Legal Agreements

End User License Agreement





Application of The EULA

This End User License Agreement applies to you if you:

- have purchased a Product from us or where you are otherwise a holder of an account with us;
- use our Software and you are legally competent to enter into this End User License Agreement with us; and/or
- Are a Customer who use the Product
- Are a Customer who appoints End Users;

In this End User License Agreement “you” means End Users or are deemed to be an End-User and Software means an executable program and/or application associated with the Products.

Your obligations in this End User License Agreement with respect to End Users is to use reasonable efforts.



Software License

Our Software is proprietary and contains material that is protected by copyright and intellectual property laws. Our Software is licensed, not sold. We and the applicable licensors retain all right, title and interest in the Software (including any upgrades, updates or any modifications thereto and/or new versions thereof), and all computer programs, related documentation in whatever form, screen displays, images and other information contained therein or related thereto, and all patents, copyrights, trademarks and all other Intellectual Property Rights and other rights with respect thereto.

Subject to the terms and conditions of the Customer Agreement and in consideration of the applicable Fees, we grant you, solely during the term of the Customer Agreement, a non-exclusive, limited, personal, royalty-free and non-transferable term license, subject to and conditioned on your compliance with the restrictions set herein, to as applicable install, access and use Software provided to you by us solely for your internal business use and in accordance with our reasonable instructions. You do not acquire any rights, express or implied, in the Software other than those specified in this Agreement.

You may not sell, distribute, sublicense, rent, lease, assign or grant any rights to the Software or use the Software except as provided under this Agreement.

You may not and agree to take reasonable efforts to ensure no copying, reproduction, creation of derivative works, reverse engineering, disassembly, decompilation or other attempt (i) to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in, or (ii) to derive the source code of the underlying ideas, algorithms, structure or organization from the Software except to the extent required by law. You also may not in any other way alter, translate, modify or adapt the Software, nor may you export the Software.

You may not and agree to take reasonable efforts to ensure the Software is not used to upload, transmit, or transfer any data, information, materials, or content to us or any Third Party other than transmissions or transfers of information necessary for the intended use of the Software.

You may not and agree to take reasonable efforts to ensure the Software is not used for any illegal purposes.

Software License Termination

This license is only effective during the term of this Agreement. We may terminate your rights under this license at any time without notice if we reasonably believe that you have violated any terms of this Agreement.

Compatibility

Your ability to use the Software depends on the compatibility of your systems or devices. Unless otherwise agreed with us in writing, ensuring such compatibility is your responsibility.



Where Software Is Purchased From Third Parties e.g. App Stores

You or an **End User** associated with your account (collectively for the purpose of this clause “you”) have downloaded any our Software from a third party App Store, such as the Apple iTunes Application Store or Android Marketplace (the “App Store”), the following additional terms apply:

- **Acknowledgment:** Your license to use the Software is between you and us only.
- **Scope of License:** Your license to use the Software is non-transferable and applies only on a singular device that you own or control. Your license is subject to specific rules provided by the App Store. These are available from the App Store.
- **Maintenance and Support:** The App Store is not responsible for providing any maintenance or support of the Software.
- **Warranty:** We and not the App Store are solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed by us. Notwithstanding, in the event of any failure of the Software to conform to any applicable warranty, if you make a claim against the App Store it will be limited to the maximum extent permitted by applicable law to the purchase price for the Software within the App Store and the App Store will have no other warranty obligation whatsoever with respect to the Software.
- **Product Claims:** We and not the App Store are responsible for addressing any claims relating to the Software or your possession and/or use of the Software including, but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- **Intellectual Property Rights:** You and we acknowledge that, in the event of any Third Party claim that the Software or your possession and use of the Software infringes that Third Party’s Intellectual Property Rights, we and not the App Store will be solely responsible for the investigation, defense, settlement and discharge of any such claim.
- **Legal Compliance:** You warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- **Developer Name and Address:** We are Qoria Limited ABN 33 167 509 177 of 945 Wellington St, West Perth WA 6005 AUSTRALIA. You can contact us through our website www.qoria.com. All of your questions, complaints or claims with respect to the Software must be directed to us there.
- **Third Party Beneficiary:** You and we acknowledge and agree that the App Store and all related parties (including subsidiaries) are Third Party beneficiaries of this License and, upon your acceptance of the terms and conditions of this License, the App Store will have the right (and will be deemed to have accepted the right) to enforce this License against you as a Third Party beneficiary thereof.



Contact

e: enquiries@qoria.com

Global headquarters
Qoria Limited
Level 3, 45 St Georges Terrace,
Perth WA 6000, Australia.

qoria.com