

END-USER LICENSE AGREEMENT (EULA)

This End-User License Agreement ("EULA") is a legal agreement between you and Kiwa Digital Ltd a limited liability company registered in New Zealand at registered address 12 Madden St Auckland 1010 and registration number NZBN 9429035632214 ("The Company").

This EULA governs your acquisition and use of our VoiceQ products and services that include VoiceQ Pro, VoiceQ Writer, VoiceQ Actor, VoiceQ Cloud and VoiceQ Cloud Collaborator ("VoiceQ products and services").

Please read this EULA carefully before completing the installation and/or registration process and using the VoiceQ products and services.

If you register for a trial of the VoiceQ products and services, this EULA will also govern that trial. By clicking "accept" or installing and/or using the VoiceQ products and services, you are agreeing to become bound by the terms of this EULA.

If you are entering into this EULA 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 EULA, do not install or use the VoiceQ products and services, and you must not accept this EULA.

This EULA shall apply only to the VoiceQ products and services herewith regardless of whether other products and services are referred to or described herein. The terms also apply to any updates, internet-based services and support services for the VoiceQ products and services, unless other terms accompany those items on delivery. If so, those terms apply.

LICENSE GRANT

The Company hereby grants you a personal, non-transferable, non-exclusive license to use the VoiceQ products and services on your devices in accordance with the terms of this EULA. You are permitted to load the VoiceQ products and services to a PC, laptop, mobile, or tablet device under your control. You are responsible for ensuring your device meets the minimum requirements of the VoiceQ products and services.

You are not permitted to:

1. Edit, alter, modify, adapt, translate or otherwise change the whole or any part of the VoiceQ products and services nor permit the whole or any part of the VoiceQ products and services to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the VoiceQ products and services or attempt to do any such things.

2. Reproduce, copy, distribute, resell, or otherwise use the VoiceQ products and services for any commercial purpose.
3. Allow any third party to use the VoiceQ products and services on behalf of or for the benefit of any third party.
4. Use the VoiceQ products and services in any way that breaches any applicable local, national or international law.
5. Use the VoiceQ products and services for any purpose that Kiwa Digital Ltd considers is a breach of this EULA.

INTELLECTUAL PROPERTY AND OWNERSHIP

The Company shall at all times retain ownership of the VoiceQ products and services as originally downloaded by you and all subsequent downloads of the VoiceQ products and services by you. The VoiceQ products and services and the copyright, and other intellectual property rights of whatever nature in the products and services including any modifications made thereto, are and shall remain the property of The Company. The Company reserves the right to grant licenses to use the VoiceQ products and services to third parties.

TERMINATION

This EULA is effective from the date you first use the VoiceQ products and services and shall continue until terminated. You may terminate it at any time upon written notice to The Company. It will also terminate immediately if you fail to comply with any terms of this EULA. Upon such termination, the licenses granted by this EULA will immediately terminate and you agree to stop all access and use of the VoiceQ products and services. The provisions that by their nature continue and survive will survive any termination of this EULA.

GOVERNING LAW

This EULA, and any dispute arising out of or in connection with this EULA, shall be governed by and construed in accordance with the laws of New Zealand.

LICENSE

Unless otherwise stated, The Company owns the intellectual property rights for all material it has developed related to the Services. All intellectual property rights are reserved.

You may view and/or print pages from <http://app.voiceqcloud.com/> for your own use subject to restrictions set in these terms and conditions. You must not:

1. Republish material The Company has developed from <http://app.voiceqcloud.com/>
2. Sell, rent or sub-license material The Company has developed from <http://app.voiceqcloud.com/>
3. Reproduce, duplicate or copy material The Company has developed from <http://app.voiceqcloud.com/>

CONTENT LIABILITY

The Company shall have no responsibility or liability for any content appearing on your VoiceQ Cloud account website. No link(s) may appear on any page on your VoiceQ Cloud account website containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringe, otherwise violate, or advocate the infringement or other violation of, any third-party rights.

DISCLAIMER

To the maximum extent permitted by applicable law, The Company excludes all representations, warranties and conditions relating to the Services and the use of the Services including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill. Nothing in this disclaimer will:

1. limit or exclude our or your liability for death or personal injury resulting from negligence;
2. limit or exclude our or your liability for fraud or fraudulent misrepresentation;
3. limit any of our or your liabilities in any way that is not permitted under applicable law; or
4. exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, tort (including negligence) and for breach of statutory duty.

To the extent that the Services are provided free of charge, The Company will not be liable for any loss or damage of any nature.

Contact

If you have any questions or concerns about this EULA please contact us at info@voiceq.com.