

# Engu – EULA

## 1. Introductory provisions

- 1.1. These licence terms (hereinafter referred to as the "**Licence Terms**") set out the mutual rights and obligations between **You**, as the end user of the Engu educational application (hereinafter referred to as the "**Software**"), and **us**, BOHEMIA INTERACTIVE a.s., with its registered office at Stříbrná Lhota 747, 252 10 Mníšek pod Brdy, Czech Republic, Company ID No.: 27218864, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 9791, as the developer and provider of this Software (hereinafter referred to as the "**Provider**" or "**We**").
- 1.2. These Licence Terms apply to the use of all versions of the Software. By using any version of the Software, You agree to these Licence Terms. If You do not agree to the Licence Terms, do not download, install or otherwise use the Software.
- 1.3. The Software is licensed, not sold. The Provider is and remains the sole owner of all rights to the Software. All end user rights to the Software are governed by these Licence Terms.
- 1.4. The Software may be used independently or in conjunction with the Engu service (hereinafter referred to as the "**Service**"). The Software may only be used in conjunction with the Service if You or Your organisation has an active subscription to the Service (hereinafter referred to as the "**Subscription**") in accordance with the terms and conditions of the Engu service. You acknowledge that the Service is not part of the licensed Software. Based on these Licence Terms or Your use of the Software, We do not grant You or Your organisation any rights or permissions relating to the Service and its components or functions. The provision of the Service is governed by separate terms and conditions.
- 1.5. The Provider expressly declares that the name of the Software "Engu" or the service "Engu" may change in the future or be replaced by another name. However, this does not affect the scope or content of the rights and obligations arising from these Licence Terms.

## 2. Your rights

- 2.1. You may download, install, run and use the Software on Your end device.
- 2.2. You are fully responsible for any output You create while using the Software (hereinafter referred to as "**User Content**") and acknowledge all risks in the event that You create or make User Content available to others. You acknowledge that the transfer of stored data, including User Content, is part of the Service.

## 3. Restrictions

- 3.1. The Software may only be used in accordance with its purpose, i.e. for educational purposes.
- 3.2. It is strictly prohibited to:

- 3.2.1. use the Software or any part thereof for purposes other than teaching or educational purposes without our prior consent;
- 3.2.2. use the Software or any part thereof commercially in any way, in particular to distribute, monetise, resell or otherwise directly use the Software to generate profit;
- 3.2.3. transfer the Software or any part thereof to a third party, even in part;
- 3.2.4. make or create copies of the Software, translate, process, modify or otherwise alter the Software for any purpose;
- 3.2.5. exceed or circumvent any technical limitations of the Software that allow its use only in certain ways, including;
- 3.2.6. disrupt, modify, reverse engineer or decompile the Software, any part thereof or any related files, data or network services;
- 3.2.7. use the Software or any part thereof in a manner that is contrary to the law or to create or distribute malicious software; or
- 3.2.8. create offensive or otherwise illegal User Content or infringe the copyright or rights of others by creating User Content.

#### **4. Warranties, liability**

- 4.1. The Software is provided "as is" and therefore We do not provide any warranties or guarantees, in particular We do not guarantee any functionality or uninterrupted availability of the Software or the suitability of the Software for its intended purpose. Furthermore, We expressly disclaim any liability for any damage that may arise as a result of the use or inability to use the Software. Even if the Provider were to be liable for any damage incurred, the amount of such damage shall be limited to the amount paid by the injured party to the Provider in connection with the use of the Software.
- 4.2. We are under no obligation to develop or provide updates to the Software or any support for the Software. By using the Software, You agree that We may provide updates automatically and remotely, if necessary, in particular for the purpose of maintaining and improving the Software.

#### **5. Final provisions**

- 5.1. By using the Software, You accept and agree to these Licence Terms and declare that You are fully legally competent. Otherwise, Your legal guardian may express consent on Your behalf.
- 5.2. If You breach the Licence Terms, We may unilaterally terminate the licence contained in these Licence Terms with immediate effect and/or make the Software unavailable or restrict its use. In such a case, You may no longer use or make the Software available in any way.
- 5.3. The Provider reserves the right to unilaterally amend these Licence Terms and undertakes to always publish the current version of the Licence Terms on the Provider's official website. Use of the Software after such changes take effect shall be deemed acceptance of and agreement to such changes.
- 5.4. All parts of these Licence Terms are valid to the maximum extent permitted by law, and nothing in them limits any rights established by applicable laws.

- 5.5. These Licence Terms are governed by the laws of the Czech Republic and any disputes arising therefrom shall be resolved by Czech courts based on the general local jurisdiction of the Provider.