End User License Agreement (EULA)

Template for [Your Application Name]

1. Agreement to Terms

This End User License Agreement ("Agreement") is a binding agreement between you ("End User" or "you") and [Your Company Name] ("Company," "we," or "us"). This Agreement governs your use of [Your Application Name] (including all related documentation, the "Application").

BY DOWNLOADING, INSTALLING, OR USING THE APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE APPLICATION.

2. License Grant

Subject to the terms of this Agreement, the Company grants you a limited, non-exclusive, non-transferable, revocable license to:

- Download, install, and use the Application on [a single device / up to X devices] owned or controlled by you, solely for your personal, non-commercial purposes [or internal business purposes, as applicable].

This license does not allow you to use the Application on any device that you do not own or control, and you may not distribute or make the Application available over a network where it could be used by multiple devices at the same time.

3. Restrictions

You agree not to, and you will not permit others to:

- Copy, modify, or distribute the Application or any portion of it
- Reverse engineer, disassemble, decompile, or attempt to derive the source code of the Application
- Make the Application available to third parties or sublicense, lease, lend, or rent the Application
- Remove, alter, or obscure any proprietary notices on the Application
- Use the Application for any illegal or unauthorized purpose
- Use the Application to build a competitive product or service
- Use the Application to transmit malware, viruses, or other harmful code

4. Intellectual Property

The Application and all copies thereof are proprietary to the Company and title thereto remains in the Company. All rights in the Application not specifically granted in this Agreement are reserved to the Company.

The Application is protected by copyright, trademark, and other intellectual property laws. You acknowledge that the Application contains proprietary and confidential information of the Company and its licensors.

5. Updates and Maintenance

The Company may from time to time develop patches, bug fixes, updates, upgrades, or other modifications to the Application ("Updates"). Updates may be automatically installed without providing any additional notice or receiving any additional consent.

You consent to automatic Updates. If you do not want Updates, you must stop using the Application. The Company is not obligated to provide Updates or continue to support or maintain the Application.

6. Subscription and Payment

[If applicable] The Application [or certain features] may require a paid subscription.

- Subscription fees are billed [monthly/annually] in advance
- Your subscription will automatically renew unless you cancel at least [24 hours/30 days] before the end of the current period
- You may cancel your subscription at any time through [your account settings / the app store]
- No refunds will be provided for partial subscription periods, except as required by applicable law

7. Disclaimer of Warranties

THE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

THE COMPANY DOES NOT WARRANT THAT THE APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, OR GOODWILL.

THE COMPANY'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE APPLICATION IN THE [12] MONTHS PRECEDING THE CLAIM, OR [$50], WHICHEVER IS GREATER.

9. Termination

This Agreement is effective until terminated by you or the Company. Your rights under this Agreement will terminate automatically without notice if you fail to comply with any of its terms.

Upon termination:

- You must cease all use of the Application and delete all copies
- Provisions that by their nature should survive termination will survive (including intellectual property, disclaimers, and limitation of liability)

The Company may terminate this Agreement at any time for any reason by providing notice to you.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflict of law provisions.

Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of [State/Country].

11. Open Source Components

The Application may include or be distributed with certain open source software components ("Open Source Components") that are subject to their own license terms. A list of Open Source Components and their respective licenses is provided below or is available at [link to open source notice page / NOTICES file within the Application].

Key Open Source Components:

- [Library Name]: Licensed under the [MIT License / Apache License 2.0 / BSD License / GPL v3]
- [Library Name]: Licensed under the [MIT License / Apache License 2.0 / BSD License / GPL v3]
- [Library Name]: Licensed under the [MIT License / Apache License 2.0 / BSD License / GPL v3]
- [Additional libraries as applicable]

Open Source License Terms:

- The Open Source Components are provided "as is" without warranty of any kind by their

respective licensors

- The license terms of each Open Source Component govern your use of that component and supersede the terms of this Agreement to the extent they conflict with respect to the Open Source Component
- Nothing in this Agreement limits your rights under, or grants you rights that supersede, the terms of any applicable open source license
- If any Open Source Component requires that the source code of the Application be made available, we will make such source code available upon written request to [legal@yourcompany.com]

Copyleft Components:

[If applicable] Certain Open Source Components may be licensed under "copyleft" licenses (e.g., GPL, LGPL, AGPL). These licenses may require that derivative works or linked software also be made available under the same license terms. We have structured the Application to comply with these requirements while protecting our proprietary code.

You may request a complete machine-readable copy of the source code for any Open Source Components used in the Application by contacting us at [legal@yourcompany.com]. This offer is valid for a period of [3] years from the date you acquired the Application.

12. Data Collection by Application

The Application may collect and transmit certain data from your device. This section provides a summary of the data the Application collects and how it is used. For full details, please refer to our Privacy Policy at [link to privacy policy].

Data Collected Automatically:

- Device Information: Device model, operating system version, unique device identifiers (e.g., IDFA, Android Advertising ID), and hardware specifications
- Usage Data: Features used, actions taken within the Application, session duration, frequency of use, and navigation paths
- Crash and Performance Data: Crash logs, performance metrics, and diagnostics data to help us identify and fix bugs
- Network Information: IP address, network type (Wi-Fi, cellular), carrier name, and connection speed
- Location Data: [Approximate / precise] location data based on [IP address / GPS / Wi-Fi triangulation], only collected [with your explicit consent / when you use location-based features]

Data You Provide:

- Account information (name, email, profile details) when you create an account
- Content you create, upload, or share through the Application
- Communications with our support team

- Survey responses, feedback, and ratings

How This Data Is Used:

- To provide, maintain, and improve the Application's features and functionality
- To personalize your experience and deliver relevant content
- To diagnose technical issues and improve Application performance
- To communicate with you about updates, promotions, and support
- To detect and prevent fraud, abuse, and security threats
- To comply with legal obligations

Third-Party SDKs and Services:

The Application may include third-party software development kits (SDKs) that collect data independently. These may include:

- [Analytics SDK, e.g., Google Analytics for Firebase, Mixpanel]
- [Crash Reporting SDK, e.g., Crashlytics, Sentry]
- [Advertising SDK, e.g., Google AdMob, Facebook Audience Network]
- [Authentication SDK, e.g., Firebase Auth, Auth0]

Your Choices:

- You can manage permissions (camera, microphone, location, contacts) through your device settings at any time
- You can opt out of personalized advertising through your device's privacy settings (iOS: Settings > Privacy > Tracking; Android: Settings > Privacy > Ads)
- You can request deletion of your data by contacting us at [privacy@yourcompany.com] or through the Application's account settings

For complete information about our data practices, including data retention, sharing, and your privacy rights, please review our Privacy Policy at [link to privacy policy].

13. Contact Information

If you have any questions about this Agreement, please contact us:

[Your Company Name]

Email: [legal@yourcompany.com]

Address: [Your Company Address]

Last Updated: [Date]