

## **End User License Agreement ("Agreement")**

Last updated: August 1st, 2016

Please read this End User License Agreement ("Agreement") carefully before using the <https://flipword.co> website and/or FlipWord browser extension application (the "Service") operated by EverMem, Inc ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with this Agreement. This agreement applies to all visitors, users, and others who access or use the Service.

By downloading or using the Application, you are agreeing to be bound by the conditions of this Agreement. If you disagree with any part of this Agreement then you may not access the Application or Service.

If you do not agree to the terms of this Agreement, do not download or use the Application.

### **License**

EverMem, Inc grants you a revocable, nonexclusive, nontransferable, limited license to download, install and use the Application solely for your personal, noncommercial purposes strictly in accordance with the terms of this Agreement.

### **Restrictions**

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

- a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party;
- b) re-use, republish, or sell, either original or modified, versions of EverMem, Inc software or data;
- c) make available to any third party (including any of Your affiliates and subcontractors) EverMem, Inc Materials (or any portions thereof) or EverMem, Inc Services;
- d) tamper with EverMem, Inc or third party branding, copyright information or other notices provided through the EverMem, Inc Services;
- e) create mash-ups, enhanced services or similar, if such will result in (i) the creation of a derivative learning product that is competitive with a substantially similar product or service of EverMem, Inc unless otherwise permitted herein; (ii) the degradation of the perceived quality of the EverMem, Inc Services or Content; or (iii) the incorrect attribution of Results or Content;

## **Modifications to Application**

EverMem, Inc reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

## **Term and Termination**

This Agreement shall remain in effect until terminated by you or EverMem, Inc.

EverMem, Inc may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from EverMem, Inc, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your desktop.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your desktop.

## **Severability**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## **Links To Other Web Sites**

Our Service may contain links to third party web sites or services that are not owned or controlled by EverMem, Inc. EverMem, Inc has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that EverMem, Inc shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

## **Amendments to this Agreement**

EverMem, Inc reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 (changes this) days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

## **Contact Information**

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