

Electric Flo EULA (7-7-17)

End-User License Agreement ("Agreement")

The Software is licensed, not sold. By downloading this app, you are agreeing to, and hereby accept, the terms and conditions set forth in this EULA.

License

Upon payment, Bawden Studio grants you a revocable, non-exclusive, non-transferable, limited right license to download one copy of the software for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement. The software is being licensed to you and you hereby agree and acknowledge that no title or ownership is being transferred or assigned to you. You also agree that this license is not construed as a sale of any rights in the software.

Ownership

Bawden Studio Maintains all ownership of Electric Flo, and retains all rights, titles, and etc. related to the title. This includes but is not limited to copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, visual effects, themes, characters, character names, stories, dialogue, settings, artwork, sound effects, musical works, moral rights whether registered or not. All rights not expressly granted are property of Bawden Studio. No transfer of ownership may be construed through the licensing of a copy of Electric Flo.

Modifications to Application

Bawden Studio 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 Bawden Studio.

Bawden Studio 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 Bawden Studio in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application from your mobile device.

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

Limitations of Liability

In no event will Bawden Studio be liable for special, incidental, or consequential damage resulting from possession, access, use, or malfunction of our products, including but not limited to, damages to property, loss of goodwill, device failure or malfunction, and to the extent permitted by law, damages for personal injuries, property damage, lost profits, or punitive damages from any cause of action arising out of or related to this EULA or the software.

This is an app. Please use it responsibly and put your devices away when in movement. We will not be held liable, but request that you only play the game when you are in a place where you won't harm yourself or others.

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.

Amendments to this Agreement

Bawden Studio 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 7days' 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 at info@bawdenstudio.com