

# END USER LICENSE AGREEMENT FOR eGAMBIT HOME FOR ANDROID

Version 1.0. (Issued August 28th, 2018)

TEHTRIS End User License Agreement

PLEASE READ THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING EGAMBIT HOME FOR ANDROID ("SOLUTION") AS DEFINED BELOW.

TEHTRIS is willing to License the Solution to you, as individual, company or legal entity that will utilize the Solution only on the condition that you accept all terms of this Agreement. This is a legal and enforceable contract between you and TEHTRIS. **By assenting electronically, or installing the Solution or using the Solution, you accept and consent to be bound by all the terms and conditions of this Agreement on behalf of yourself and any entity or individual you represent. If you do not agree with the terms and conditions of this Agreement, do not continue the installation process, do not use the Solution and delete or destroy all Solution's copies in your possession or control.**

The Solution is not directed to children younger than 18, and its access and use is only offered to users 18 years of age or older. If you are under 18 years old, please do not register to use the Solution. Any person who registers as a user or provides its personal information to the Solution represents that him/her is 18 years of age or older.

This Agreement governs any release, revisions, Updates or enhancements to the Solution that TEHTRIS may make available to you. All rights not expressly granted to you are retained by TEHTRIS.

After clicking the accept button in the Agreement window, you have the right to use the Solution in accordance with the terms and conditions of this Agreement.

## 1. Definitions

- 1.1. **Solution** means eGambit HOME for Android application, free of charge version, including any Update;
- 1.2. **TEHTRIS** means TEHTRI-Security, French SARL, located at 13-15 rue Taitbout, 75009 Paris, FRANCE ("TEHTRIS"), registered by Paris' Trade and Companies Register (RCS) under the number 521 474 445 000 17 and the Solution's rightsholder (owner of all rights, whether exclusive or otherwise to the Solution).
- 1.3. **Electronic device(s)** means hardware, including mobile phone, smartphones, tablets, or other electronic devices for which the Solution was designed where the Solution will be installed and/or used.
- 1.4. **End User (you, your)** refers to an individual installing or using the Solution on his or her behalf or who is legally using a Solution's copy or if the Solution is being downloaded or installed on behalf of an organization, such as an employer "you" further means the organization for which the Solution is downloaded or installed, and it is represented hereby that such organization has authorized the person accepting this agreement to do so on its behalf. For hereof purposes the term "organization" includes without limitation any partnership, limited liability company, corporation, association, joint stock company, trust, joint venture, labor organization, unincorporated organization, or governmental authority.
- 1.5. **Notice**, TEHTRIS may at any time deliver any notice to you via electronic mail, pop-up window, or other means, even though in some cases you may not receive the notice unless and until you launch the Solution. Any such notice will be deemed delivered on the day TEHTRIS first makes it available through the Solution, irrespective of when you actually receive it.
- 1.6. **Service period** means an unlimited period of the Solution's effective use in the respect of this Agreement's terms and conditions.
- 1.7. **Update(s)** means all upgrades, revisions, patches, enhancements, fixes, modifications, copies, additions, or maintenances packs, etc.

## 2. License to use

- 2.1. TEHTRIS hereby grants you a non-exclusive license to store, load, install, execute and display (to "use") the Solution on your Electronic device for non-commercial purpose, in order to assist in protecting your Electronic device during the Service period, according to the Agreement's terms and conditions (the "License") and you accept this License.
- 2.2. The Service period shall begin on the date of the Solution's initial installation on your Electronic device, as described in the Agreement's second paragraph and according to the Agreement's terms and conditions you agree with, including any Agreement's amendments as described below.
- 2.3. As the Solution version is free of charge, the Service period use is not limited by TEHTRIS. Without prejudice to any other remedy in law that TEHTRIS may have, in the event of any breach by you of any of this Agreement's terms and conditions, TEHTRIS shall at any time without notice to you be entitled to terminate this License and your Solution's use.
- 2.4. TEHTRIS may amend this Agreement at any time by notice provided to you in accordance with this Agreement, and your Solution's continued use at any point at least 30 days after the notice date will constitute your Agreement's amendments acceptance. In case of major changes, such as feature addition, TEHTRIS may require you to accept the amended Agreement in order to continue using the Solution. If you decline to accept the amended Agreement, TEHTRIS may terminate your Solution's use.
- 2.5. As the Solution is downloaded from Google Play (<https://play.google.com>), the License granted by this Agreement is in lieu of any rights to use a Solution that would otherwise be granted by the default terms for applications downloaded from Google Play Store.
- 2.6. The Solution may include third-party features and functionalities or may access content on a third-party's website. Such features, functionalities or content may be subject to such third-party terms of service and privacy policies.

## 3. Permitted use of the Solution

- 3.1. There may be technological measures in this Solution that are designed to prevent unlicensed or illegal use of the Solution. You agree that TEHTRIS may use these measures to protect TEHTRIS against malicious attack. This Solution may contain enforcement technology that limits your ability to use the Solution on an Electronic device. Your rights and obligations under this Agreement with respect to the use of the Solution are as follows:
- 3.2. **You may:**
  - 3.2.1. Use one Solution's copy on a single Electronic device;
  - 3.2.2. Make one Solution's copy for back-up or archival purposes, or copy the Solution onto the hard disk of your Electronic device;
  - 3.2.3. Use the Solution on a network, provided that you have a licensed copy of the Solution for each Electronic device that can access the Solution over that network;
  - 3.2.4. Use the Solution in accordance with any additional permitted uses which may be set in this Agreement. Your use of the Solution other than as expressly authorized by this Agreement constitutes a material breach of this Agreement and may violate applicable intellectual property laws.
- 3.3. **You may not, nor may you permit any other person to:**
  - 3.3.1. Except as expressly authorized by law: reverse engineer, decompile, disassemble, modify, translate, reconstruct, transform or extract the Solution or any portion of the Solution; change, modify or otherwise alter the Solution;
  - 3.3.2. Make any attempt to discover the Solution's source code or create derivative works from the Solution;
  - 3.3.3. Except as authorized by a distribution agreement or other agreement between you and TEHTRIS: provide, resell, distribute, transmit, transfer, rent, lease, share, sublicense any portion of the Solution; make available the Solution as part of a facility management, timesharing, service provider or service bureau arrangements;
  - 3.3.4. Use any portion of the Solution to provide or build a product or service that competes with the Solution;
  - 3.3.5. Damage, disable or impair the operation, or gain or attempt to gain unauthorized access to the Solution or to any property, device, software, service, network or data connected, or inter-operating with such Solution or to any content or data stored, accessed or delivered through such Solution, by any means, including by hacking, phishing, spoofing or seeking to circumvent or defeat any firewall, password protection or other information security protection or controls of whatever nature;
  - 3.3.6. Use the Solution in any way that could harm the Solution or impair any other user's use of the Solution;
  - 3.3.7. Test or benchmark, or disclose or publish testing or benchmark results, for the Solution without TEHTRIS' prior written consent;

- 3.3.8. Defeat of circumvent, attempt to defeat or circumvent, or authorize or assist any third party in defeating or circumventing controls on the Solution's copies used; or
- 3.3.9. Use the Solution in any manner that is not permitted pursuant to this Agreement. Any such unauthorized use of the Solution shall result in immediate and automatic termination of this Agreement and the License granted hereunder and may result in criminal and/or civil prosecution against you.

## 4. Solution Installation

- 4.1. You must sign in with a Google account to install the Solution from Google Play Store. Then You have to read and acknowledge both this Agreement and the [TEHTRIS' Privacy Policy](#) and click on the "Agree" button.

## 5. Updates

- 5.1. TEHTRIS continually strives to improve the usability and performance of its products and services. You shall have the right to receive the Solution's new features and versions as TEHTRIS, in its sole discretion, makes such features and versions available during your Service period. In order to provide you with the Solution's latest version, you may download and install the Solution's latest versions as they are made available by TEHTRIS in its sole discretion. Additionally, TEHTRIS may modify the terms and conditions of use that apply to the Solution's latest version and you have to agree with such updates terms in order to use the Solution's latest version.
- 5.2. From time to time during the Service period and without your separate permission or consent, TEHTRIS may deploy a Solution's upgrade or update, and as a result of any such deployment you may not be able to use the applicable Solution until any such Update is fully installed or activated. The Solution uses content that is updated from time to time, including but not limited to the following: antivirus software uses updated virus definition; vulnerability assessment products use updated vulnerability data, ...; these updates are collectively referred as content updates. You agree to receive and permit TEHTRIS to deliver such new content updates to your Electronic device. Each content updates will be deemed from a part of the Solution for all purposes under this Agreement.

## 6. Ownership rights

- 6.1. The Solution, the authorship, systems, ideas, operation's methods, documentation and other information contained in the Solution (as computer code), are TEHTRIS' intellectual property, valuable trade secret and confidential information and are protected by applicable intellectual property law of French legislation, as well as, international treaty provisions and other applicable laws of the country in which the Solution is being used.
- 6.2. TEHTRIS owns and retains all right, title and interest in and to the Solution, including without limitation any error corrections, enhancements, Updates or other modifications to the Software, and all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein.
- 6.3. Your possession, installation or use of the Solution does not transfer, neither grant you any right or title to any intellectual property in the Solution, and you will not acquire any right over the Solution, except as expressly set forth in this Agreement. All copies of the Solution made hereunder must contain the same proprietary notice that appears on and in the Solution. You acknowledge that the License, as further defined herein, granted under this Agreement, only provides you with a right of limited use under this Agreement's terms and conditions.
- 6.4. TEHTRIS reserves all rights not expressly granted to you in this Agreement.
- 6.5. You acknowledge that the Solution's source code is proprietary to TEHTRIS and constitutes TEHTRIS' trade secrets and confidential information. You agree not to modify, alter, adapt, translate, reverse engineer, decompile, disassemble any portion of the Solution or otherwise attempt to discover the Solution's source code in any way.
- 6.6. You may not remove or alter any copyright notice or other proprietary notice on any Solution's copy.

## 7. Limited Warranty

- 7.1. TEHTRIS does not warrant the performance or result you may obtain by using the Solution.
- 7.2. As the Solution is provided to you free-of-charge, the Solution is provided on an "as is", with "all faults" and "as available" basis, without any warranty of any kind and without support or other service by TEHTRIS.
- 7.3. TEHTRIS does not warrant the Solution will be uninterrupted; that the Solution will be error-free; that the Solution will work properly on any given Electronic Device or with any particular configuration of hardware and/or software; or that the Solution will provide complete protection for selected data' integrity, information or content stored or transmitted via Internet. If the Solution does not perform substantially in accordance with its purpose, you may (i) uninstall, download and reinstall the Solution or (ii) uninstall the Solution until TEHTRIS fixes the issue.
- 7.4. To the maximum extent permitted by law, as the Solution is provided "as is" this Agreement makes no express or implied warranties or conditions; disclaim any and all warranties and conditions implied by statute, law, case-law or other theory of law including implied warranties or conditions of noninfringement of third-party rights, title, merchantability, suitable quality or fitness for any particular purpose.

## 8. Disclaimer of Damages

- 8.1. To the maximum extent permitted by applicable law and regardless of whether any remedy set forth herein fails of its essential purpose, in no event will TEHTRIS be liable to you for:
  - 8.1.1. any special, consequential, indirect, incidental, punitive, special or exemplary damage or loss whatsoever, without regard to cause or theory of liability, even if TEHTRIS has been advised of the possibility of such damage;
  - 8.1.2. any damage for any business, revenue or profits' loss, privacy's loss, Electronic device use's loss, wasted expenditure, procuring substitute or replacement goods' costs, service or digital products, business interruption, any unauthorized disclosure or loss (including any corruption, degradation, erasure, theft, alteration or unavailability) of any data, information, or content of any nature transmitted, received or stored by or in connection with the Solution regardless of the cause, whether or not the foregoing losses, damages, costs or expenditure are direct or indirect losses or damages;
- 8.2. TEHTRIS will not be liable for any failure or daily performance, due in whole or in part, to utility's failures (including power), Internet's failure, telecommunications' failure, information technology service's failure, information technology equipment's failure, strikes or other labor disturbances, denial of service attacks or other information technology attacks or breach affecting TEHTRIS, or any case of Force Majeure according to the French law and case-law interpretation.
- 8.3. In no case shall TEHTRIS' liability exceed the purchase price which you paid for the applicable Service period. The disclaimers and limitations set forth above will apply regardless of whether you accept or use the Solution.
- 8.4. The exclusions and limitations of TEHTRIS' liability contained in this Agreement will not limit nor exclude its potential liability for any matter that may not otherwise be limited or excluded by applicable laws.

## 9. Data collection

- 9.1. For any question regarding privacy and data protection, you may contact our Data Protection Officer at [privacy@tehtris.com](mailto:privacy@tehtris.com).
- 9.2. For all the general principles regarding the data processing operated by TEHTRIS, you have access to [TEHTRIS' Privacy Policy](#);
- 9.3. When you sign in with your Google account, you consent that Google Play provides the Solution with the Sub, which is the identifier for the user, unique among all Google accounts and never reused. It is an unique-identifier key for the user. The Solution does not need, neither collect nor access to your email address, name or your profile picture regardless of what is mentioned in the Google Sign In. The Sub will be used to link your newly enrolled device to your already existing fleet. The Sub is used by TEHTRIS for license administration purposes;
- 9.4. In order to perform this Agreement, you agree to automatically provide through the Solution, the following information which may be qualified as personal data:
  - The Internet Protocol (IP) address of your Electronic device. The IP address is not permanently stored, and will only be used to load balancing

- The Unique Identifier (UID) of the electronic device with the installed software. It is generated at the enrollment. It enables TEHTRIS to identify the Electronic device for license administration purposes;
  - The application installer (APK) information's checksum: SHA256. This information is collected from suspicious application in order to identify new and challenging data security threats and their sources for electronic devices.
- 9.5. When you agree with the VirusTotal Analysis to retrieve review about a suspicious application, you agree that the Solution can automatically transfer those information to the VirusTotal service in order to achieve this purpose. Access to those information are regulated by VirusTotal [Terms of use](#) and [Privacy Policy](#).
- 9.6. You can also provide TEHTRIS through the Solution, and only with your consent, the following information:
- Information contained in email messages that you send through TEHTRIS' [Contact us](#) section to report a spam or incorrectly identified as spam. This email message may contain personally identifiable information and will be sent to TEHTRIS only with your Permission and will not be sent automatically.
  - Information contained in a report that you may choose to send through the Solution to Google Play when the Solution encounters a problem. The report includes information regarding the status of both the Solution and your Electronic device at the time the Solution encountered the problem. The status information about your Electronic Device may include the system language, country / locale, and your Electronic Device's operating system version, as well as the processes running, their status and performance information and data from files or folders that were open at the time the Solution encountered the problem. The information could contain personally identifiable information if such information is included or is part of the files' name or folders open at the time the Solution encountered the problem. This information will be sent to Google Play only with your permission and will not be sent automatically. The information is collected by TEHTRIS for the purpose of correcting the encountered problem and improving TEHTRIS' product performance.
- 9.7. You further acknowledge and agree that any information gathered by TEHTRIS can be used to track and publish reports on security risks trends in TEHTRIS' sole and exclusive discretion. TEHTRIS will anonymize every personal data used for this purpose.
- 9.8. Information may be accessible by TEHTRIS' employees dealing with the Solution's management or subcontractors exclusively to be used in accordance with purposes described above. TEHTRIS has taken steps for the collected information, if transferred, to receive an adequate level of protection as described in TEHTRIS' [Privacy Policy](#). TEHTRIS uses an encrypted communication between You and the Solution to exchange the information mentioned above.
- 9.9. According to the General Data Protection Regulation (GDPR), as data subject you have certain rights regarding your personal data processing, such as the right to access, right to rectify, right to erasure. In the event you wish to complain about how your personal data is processed by TEHTRIS, you have the right to lodge a complaint directly to the supervisory authority: **Commission Nationale de l'Informatique et des Libertés**, Service des plaintes, 8 rue de Vivienne, CS 30223, 75083 Paris Cedex 02 or [www.cnil.fr](http://www.cnil.fr) or 01 53 73 22 22.
- 9.10. Subject to applicable laws, TEHTRIS reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to your use of this Solution. This means that TEHTRIS may provide documents and information relevant to a court or to a law enforcement or other government investigation.

## 10. Third Party Licenses

- 10.1. Some features in the Solution may include some software programs that are licensed (or sublicensed) to the End User under the GNU General Public License (GPL) or other similar free software licenses which, among other rights, permit the End User to copy, modify and redistribute certain programs, or portions thereof, and have access to the source code. If any open source software license requires that TEHTRIS provides a right to use, copy or modify an Open Source Software program that is broader than the rights granted in this Agreement, then such rights shall take precedence over the rights and restrictions herein.

## 11. Dispute resolution

- 11.1. This section applies to any Dispute arising from or related to the Solution, subscription for the Solution or this Agreement, and involving you and TEHTRIS. Dispute means any dispute, action or other controversy regardless of the particular cause of action(s) asserted (i.e. it encompasses, among any other potential cause of action or legal basis, claims for breach of contract, misrepresentation or fraud, indemnification, tort (including negligence) violation of statute or regulation).
- 11.2. In the event of a Dispute you must provide TEHTRIS with a notice of Dispute, which is a written statement of your name, address and contact information, the facts giving rise to the dispute, and the relief requested by you. You must send any notice of Dispute by email to TEHTRIS at [legal@tehtris.com](mailto:legal@tehtris.com) (stating subject: Notice of Dispute eGambit MOBI).
- 11.3. You and TEHTRIS shall use their best efforts to settle any concern, dispute, claim, question, or disagreement arising under or related to the Agreement by good faith negotiations, which shall be a prior condition before either party initiate a lawsuit or arbitration.
- 11.4. If you and TEHTRIS do not resolve any Dispute by informal negotiation within a reasonable period of time, any other effort to resolve the Dispute will be conducted exclusively by binding arbitration governed by:
- 11.4.1. **If you are a consumer and live in the European Union, Norway, Iceland or Lichtenstein**, you may be entitled to address your Dispute through an internet platform for online dispute resolution established by the European Commission (the "ODR Platform"). The ODR Platform is intended to facilitate out-of-court resolutions relating to online purchases of goods and services between consumers and traders based in the European Union, Norway, Iceland and Lichtenstein. You will find the ODR Platform by following this link: <https://ec.europa.eu/consumers/odr/>.
- 11.4.2. **If you are a consumer and live in the United States**, you may be entitled to address your Dispute before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury. Any proceeding, including but not limited to class action lawsuits, class-wide arbitrations, private attorney-general actions, the combining of individual actions without the consent of all parties, or any other legal procedure where someone acts in a representative capacity, are not permitted. If any conflict exists between this Agreement and the rules of the AAA, this Agreement shall govern.
- 11.4.3. **If you are a professional**, you and TEHTRIS agree to apply the United Nation Convention on Contracts for the International Sale of Goods of 11 April 1980. Any dispute shall be submitted, in the absence of resolution agreement, to the Commercial Court of Paris' exclusive jurisdiction.
- 11.4.4. In case the three above options do not apply to you, the Dispute will be conducted by the defendant party's jurisdiction.

## 12. General

- 12.1. **Entire Agreement:** This Agreement is the entire agreement between You and TEHTRIS regarding the Solution and: (i) supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgement, or similar communications between you and TEHTRIS. Notwithstanding the foregoing, nothing in this Agreement will diminish any right you may have under existing consumer protection legislation or other applicable law in your jurisdiction that may not be waived by contract. TEHTRIS may terminate this Agreement if you breach any term contained in it and, if such termination occurs, you must cease use and destroy all copies of the Solution. Disclaimers of warranties and damages and limitations on liability shall survive and continue to apply after termination.
- 12.2. **Governing Law:** This Agreement will be governed by the French law. This Agreement was originally prepared in the French language. The French language version of this Agreement will be the governing version in case of any conflict or discrepancy.
- 12.3. **Severability:** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any applicable law, to that extent it shall be deemed not to form part of this Agreement, but the remainder of this Agreement will remain valid and enforceable to the greatest extent permitted by applicable laws.
- 12.4. **Waiver:** The fact one Party does not prevail at a given moment over any of these general conditions and/or tolerates the other Party's failure to whatsoever general condition's obligation, it does not imply that this Party wishes to waive its right over the mentioned condition in the future.
- 12.5. **Internet connection:** The Solution may require an active and stable connection to the Internet to function. It is therefore your responsibility to ensure that you have at all times an active and stable Internet connection.
- 12.6. **Questions about this Agreement:** Should you have questions concerning this Agreement, or if you desire to contact TEHTRIS for any reason, please visit TEHTRIS' [Contact us](#) section.