

BASGFX.com GRAPHICS END USER LICENSE AGREEMENT 0024

This is a legally binding agreement between you (either an individual or a single entity), referred to herein as “You” and Anuulus Media Group. LLC, doing business as BASGFX.com, referred to herein as “BASGFX.com” This download and materials included in it are referred to herein as the “SOFTWARE”. Installing, opening or using all or any portion of this software indicates your acceptance of all the terms and conditions of this End-User License Agreement referred to herein as “EULA” and this agreement is equivalent to a written agreement signed by you. By selecting the box “I AGREE”, performing a similar electronic function or by downloading this SOFTWARE, you are providing your acceptance of the terms of this agreement. This agreement is enforceable against you and any legal entity that obtained the software and on whose behalf it is used. If you do not agree to the terms of this agreement, please do not use this software.

The use of this software is governed by the terms and conditions set forth herein. Please read them carefully. This EULA is applicable to all of the materials included in the Software, its documentation, and to the Software in its whole part. You are deemed to have read, understood and accepted the terms of this EULA when you install or use the Software.

1. **LIMITED LICENSE.** You are granted a limited, non-exclusive license to install the Software on individual computers for your own business use. The license granted herein shall remain in effect perpetually, but shall terminate upon your use of the Software beyond the scope licensed herein or upon your violation of any term or condition hereof. All protections with which BASGFX.com is provided under this EULA shall survive the termination of your license to use the Software.

2. **PROPRIETARY RIGHTS.** BASGFX.com and its suppliers retain all title, ownership, and intellectual property rights in the Software, including but not limited to all supporting documentation, files, marketing material, images, multimedia and applets. The Software is protected by copyright and other intellectual property laws and by international treaties. The Software may include security measures designed to control access and prevent unauthorized copying and use. You agree not to interfere with any such security components. BASGFX.com permits you to download, install, use, or otherwise benefit from the functionality or intellectual property of the Software only in accordance with the terms of this EULA. Use of third-party material included in the Software may be subject to the terms and conditions typically found in the party's own license agreement.

3. **CONFIDENTIALITY.** Each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, methods, processes or procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance of this EULA, without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this EULA. The Software contains trade secrets and proprietary know-how that belong to BASGFX.com and it is being made available to you in strict confidence. ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS EULA, MAY BE ACTIONABLE AS A VIOLATION OF BASGFX.COM'S TRADE SECRET RIGHTS.

4. NON-TRANSFER OF RIGHTS. You may not rent, lease, sell, sublicense, assign or transfer your rights in the software, or authorize any portion of the software to be copied onto another individual entity's computer.

5. ALLOWED USAGE. Upon fulfilling your obligations towards and downloading the Software you are permitted to do only the following:

Provide access to the Software to end-users, including your customers.

Display or post online as a part of your website or online property screen shots, videos, live demos of the Software for marketing or business development purposes.

6. DISTRIBUTION. You may not unpack or remove images, compiled source code, documents, or other files or documentation and distribute them in any way except as prescribed by the Allowed Usage defined in section 5.

7. RESTRICTIONS. You may not: (i) modify or create any derivative works of the Software or documentation, including customization, any modifications or enhancements, translation or localization without BASGFX.com's express written consent; (ii) reverse engineer, decompile, disassemble, make or otherwise attempt to derive the source code of the Software, or the underlying ideas or images of the Software; (iii) attempt to gain unauthorized access to the Software, BASGFX.com's servers or any other service, account, computer system or network associated with the Software or with BASGFX.com, it's affiliates, agents, partners and customers; (iv) remove or alter any trademark, logo, copyright or other proprietary notices or symbols in the Software; (v) block, disable, or otherwise affect any advertising, banner window, tab, link to websites and services, or other features that are part of the Software; (vi) incorporate, integrate or otherwise include the Software or any portion thereof into any software, program or product; (vii) provide false information when registering the Software; (viii) digitally transmit or make available the Software or its content through local networks, intranets, extranets, FTP, online discussion boards, forums, list-serve, peer-to-peer networks or technologies, newsgroups, bulletin boards, or any other mode of shared communication system, or place the Software onto a server so that it is accessible via a public network such as the Internet; (ix) use the Software in any way that violates this EULA or any law; or (x) authorize or assist any third party to do any of the things described in this section.

8. PUBLICITY. You shall not refer to the existence of this EULA in any press release, website, advertising or any publicly distributed or accessible material, without the prior written consent of BASGFX.com

9. PRIVACY. PERSONAL INFORMATION. During the download or installation process, or at some time thereafter, you may be asked to provide certain information that will be used to personalize your experience, validate your license or identity, send you BASGFX.com information via email or mail, and customize some information presented to you through the Software or our websites. All personal and billing information is transmitted using the secure SSL protocol. Both personal and non-personal information collected by the Software is safeguarded according to the highest privacy and data protection standards adopted worldwide, and will not be shared or given without your consent.

10. **LIMITATION OF LIABILITY.** EXCEPT AS REQUIRED BY LAW, IN NO EVENT WILL BASGFX.COM AND ITS EMPLOYEES, DIRECTORS, LICENSORS, CONTRIBUTORS AND AGENTS BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF USE, DATA, OR PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE PRE-RELEASE SOFTWARE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT BASGFX.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. WITHOUT LIMITING THE FOREGOING, BASGFX.COM WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BUSINESS INTERRUPTION OR LOSS OF DATA ARISING FROM THE AUTOMATIC TERMINATION OF THE LICENSE RIGHTS GRANTED HEREIN AND ANY ASSOCIATED CESSATION OF THE SOFTWARE FUNCTIONS OR ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME FOR ANY REASON OR ANY DELETION, CORRUPTION OR DAMAGE OF DATA ON OR THROUGH THE SOFTWARE. BASGFX.COM' TOTAL CUMULATIVE LIABILITY TO YOU, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

11. **DISCLAIMER OF WARRANTY.** YOU ACCEPT THE SOFTWARE "AS IS" AND WITH ALL FAULTS (IF ANY). BASGFX.COM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BASGFX.COM MAKES NO WARRANTY OR REPRESENTATIONS WHATSOEVER REGARDING THE CONTENT OF THE SOFTWARE AND YOUR USE OF THE SOFTWARE, OR THE SUITABILITY OF THE SOFTWARE TO MEET YOUR SPECIFIC NEEDS.

12. **ELECTRONIC NOTICES.** You consent that BASGFX.com may provide you with information and notices regarding the Software and BASGFX.com via the email address you designate when installing the Software or thereafter. BASGFX.com may provide notices to you via (i) email if you have provided BASGFX.com with a valid email address, or (ii) by posting the notice on the BASGFX.com website or the Software download site which BASGFX.com owns and operates. You may withdraw your consent for electronic notices.

13. **AMENDMENTS.** BASGFX.com reserves the right to unilaterally amend all offers, pricing terms or other matters pertaining to the Software, BASGFX.com' website or this EULA. No course of dealing or trade usage shall be deemed to amend the terms of this EULA.

14. **CHOICE OF LAW AND DISPUTES.** For other than the U.S. Government as a party, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as if performed wholly within the state and without giving effect to the principles of conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Texas, and the parties hereby consent to personal jurisdiction and venue therein.

15. **COMPLETE AGREEMENT.** This is the entire EULA between BASGFX.com and you relating to the Software and it supersedes any prior representations, discussions, undertakings, warranties, communications or advertising relating to the Software.

10. **LIMITATION OF LIABILITY.** EXCEPT AS REQUIRED BY LAW, IN NO EVENT WILL BASGFX.COM AND ITS EMPLOYEES, DIRECTORS, LICENSORS, CONTRIBUTORS AND AGENTS BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF USE, DATA, OR PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE PRE-RELEASE SOFTWARE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT BASGFX.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. WITHOUT LIMITING THE FOREGOING, BASGFX.COM WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BUSINESS INTERRUPTION OR LOSS OF DATA ARISING FROM THE AUTOMATIC TERMINATION OF THE LICENSE RIGHTS GRANTED HEREIN AND ANY ASSOCIATED CESSATION OF THE SOFTWARE FUNCTIONS OR ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME FOR ANY REASON OR ANY DELETION, CORRUPTION OR DAMAGE OF DATA ON OR THROUGH THE SOFTWARE. BASGFX.COM' TOTAL CUMULATIVE LIABILITY TO YOU, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

11. **DISCLAIMER OF WARRANTY.** YOU ACCEPT THE SOFTWARE "AS IS" AND WITH ALL FAULTS (IF ANY). BASGFX.COM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BASGFX.COM MAKES NO WARRANTY OR REPRESENTATIONS WHATSOEVER REGARDING THE CONTENT OF THE SOFTWARE AND YOUR USE OF THE SOFTWARE, OR THE SUITABILITY OF THE SOFTWARE TO MEET YOUR SPECIFIC NEEDS.

12. **ELECTRONIC NOTICES.** You consent that BASGFX.com may provide you with information and notices regarding the Software and BASGFX.com via the email address you designate when installing the Software or thereafter. BASGFX.com may provide notices to you via (i) email if you have provided BASGFX.com with a valid email address, or (ii) by posting the notice on the BASGFX.com website or the Software download site which BASGFX.com owns and operates. You may withdraw your consent for electronic notices.

13. **AMENDMENTS.** BASGFX.com reserves the right to unilaterally amend all offers, pricing terms or other matters pertaining to the Software, BASGFX.com' website or this EULA. No course of dealing or trade usage shall be deemed to amend the terms of this EULA.

14. **CHOICE OF LAW AND DISPUTES.** For other than the U.S. Government as a party, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as if performed wholly within the state and without giving effect to the principles of conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Texas, and the parties hereby consent to personal jurisdiction and venue therein.

15. **COMPLETE AGREEMENT.** This is the entire EULA between BASGFX.com and you relating to the Software and it supersedes any prior representations, discussions, undertakings, warranties, communications or advertising relating to the Software.