

End User License Agreement (EULA)

This End User License Agreement ("Agreement") is a legal agreement between you ("End User" or "you") and Lumina Software LLC ("the Company," "we," "us," or "our") governing your use of the Lumina Monitors software ("Software").

1. Grant of License

1.1 License: Subject to the terms and conditions of this Agreement, the Company grants you a limited, non-exclusive, non-transferable, and revocable license to install and use the Software for personal, non-commercial purposes.

1.2 Restrictions: You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software. You may not remove, alter, or obscure any copyright, trademark, or other proprietary notices embedded in or displayed by the Software.

2. Ownership

2.1 Intellectual Property: The Software, including but not limited to its code, design elements, features, and related documentation, is owned by Lumina Software LLC and protected by intellectual property laws. All rights not expressly granted to you under this Agreement are reserved by the Company.

2.2 Trademarks: Lumina Monitors and associated logos are trademarks owned by the Company. You may not use any trademarks, logos, or branding elements of Lumina Monitors without prior written permission from the Company.

3. User Responsibilities

3.1 Compliance: You agree to comply with all applicable laws, regulations, and third-party terms of service while using the Software.

3.2 Prohibited Use: You may not use the Software for any illegal, unauthorized, or infringing purposes. You may not distribute, sublicense, or make the Software available to any third party without the prior written consent of the Company.

4. Privacy

4.1 Data Collection: The Company may collect and process certain personal information in connection with your use of the Software. Such data collection and processing will be conducted in accordance with our Privacy Policy, which is incorporated by reference into this Agreement.

5. Limitation of Liability

5.1 No Warranty: The Software is provided "as is" without warranty of any kind, whether express, implied, or statutory. The Company disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

5.2 Limitation of Liability: In no event shall the Company be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the use or performance of the Software, even if the Company has been advised of the possibility of such damages.

6. Termination

6.1 Termination: This Agreement is effective until terminated by either party. You may terminate this Agreement by ceasing to use the Software and uninstalling it from your device. The Company may terminate this Agreement immediately and without notice if you breach any provision of this Agreement.

6.2 Consequences of Termination: Upon termination of this Agreement, you must cease all use of the Software and destroy any copies of the Software in your possession.

7. Governing Law and Jurisdiction

7.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of California, United States, without regard to its conflict of laws provisions.

7.2 Jurisdiction: Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Sacramento, California.

8. Entire Agreement

8.1 Entire Agreement: This Agreement constitutes the entire agreement between you and the Company regarding the subject matter hereof and supersedes all prior or contemporaneous understandings and agreements, whether oral or written.