

# End User License Agreement

*The license under which you may install, access, and use the Noblix AI Assistant Product. Output ownership, AI usage, and software restrictions explained.*

**Effective Date:** [INSERT DATE] • **Last Updated:** [INSERT DATE]

This End User License Agreement (the “**EULA**”) is a legally binding contract between you (“**you**”, “**your**”, the “**Licensee**”) and **Noblix Ltd** (“**Noblix**”, “**we**”, “**us**”, “**our**”), governing your use of the Noblix AI assistant, robot, bot, agent, software, model, prompts, accompanying digital guides, documentation, and any updates we provide (collectively, the “**Product**”).

This EULA applies in addition to our Terms of Service, Privacy Policy, and Return & Refund Policy. Where there is a conflict between this EULA and the Terms of Service, the Terms of Service prevail in respect of the overall commercial relationship; this EULA prevails in respect of license, software, and AI-output specifics.

**BY INSTALLING, ACCESSING, OR USING THE PRODUCT:** you confirm that you have read, understood, and accepted this EULA. If you do not agree, do not install, access, or use the Product.

## 1. Definitions

- “**Product**” — the AI assistant, robot, bot, agent, software, model, prompts, accompanying digital guides, documentation, and updates supplied by Noblix Ltd.
- “**License**” — the limited usage rights granted to you under Section 2.
- “**Input**” — any text, data, prompt, file, or other material you submit to the Product.
- “**Output**” — any text, image, audio, code, recommendation, or other content generated by the Product in response to your Input.
- “**Purchase Price**” — the one-time fee paid to acquire the License.
- “**Authorized User**” — the natural person who acquired the License (or, where the Licensee is a legal entity, an employee or contractor expressly permitted by that entity to use the Product on its behalf).

## 2. License Grant

**2.1 Grant.** Subject to your full and continuing compliance with this EULA, Noblix grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable license to install, access, and use the Product solely for your own personal or internal business purposes.

**2.2 One-time payment.** The License is granted upon successful receipt of the Purchase Price. There are no recurring fees, subscriptions, or automatic renewals unless expressly agreed in writing.

**2.3 Term.** The License continues until terminated in accordance with Section 9 (Term & Termination).

**2.4 Authorized devices.** You may install and use the Product on a reasonable number of devices that you own or control, solely for use by Authorized Users.

**2.5 Backup copy.** You may make one (1) backup copy of the Product for archival purposes only, provided the copy retains all proprietary notices.

### 3. Restrictions

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You may NOT, and may not permit any third party to:

- Resell, sublicense, lease, rent, lend, distribute, host, or otherwise commercially exploit the Product or any substantial part of it;
- Reverse-engineer, decompile, disassemble, or attempt to derive the source code, model weights, system prompts, training data, or underlying technology of the Product, except to the limited extent expressly permitted by mandatory applicable law;
- Use the Product, Output, or any data derived from the Product to train, fine-tune, evaluate, or otherwise develop any AI model, product, or service that competes with the Product or with Noblix's business;
- Remove, alter, or obscure any copyright, trademark, attribution, or other proprietary notice;
- Bypass, disable, or circumvent any security feature, access control, rate limit, watermark, or technical restriction;
- Use the Product in any safety-critical environment (including healthcare diagnostics, life-support systems, autonomous vehicles, nuclear facilities, or any system where failure could lead to death, personal injury, or significant property or environmental damage);
- Use the Product to generate or facilitate illegal, harmful, defamatory, hateful, harassing, fraudulent, or deceptive content;
- Use the Product to create automated mass content, spam, malware, phishing material, deepfakes, or content impersonating real individuals without their consent;
- Use the Product to violate any law, regulation, sanction, or third-party right (including intellectual property, privacy, and publicity rights);
- Process the personal data of any third party through the Product without all required consents and lawful bases under applicable data-protection law.

### 4. Intellectual Property Ownership

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**4.1 Noblix retains all rights.** All right, title, and interest in and to the Product — including all intellectual property rights, copyrights, trademarks, trade secrets, system prompts, model architecture, training data, code, design, branding, and documentation — are and shall remain the exclusive property of Noblix Ltd or its licensors. Nothing in this EULA transfers ownership to you.

**4.2 License only.** You receive only the limited license expressly set out in Section 2. All rights not expressly granted are reserved.

**4.3 Feedback.** If you provide feedback, suggestions, ideas, or improvement requests regarding the Product, you grant Noblix a perpetual, irrevocable, worldwide, royalty-free license to use that feedback for any purpose, without obligation or attribution.

## 5. Your Inputs and Outputs

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- 5.1 You retain rights in your Inputs.** As between you and Noblix, you retain all rights you already had in your Inputs. You grant Noblix a worldwide, non-exclusive, royalty-free license to process your Inputs solely to operate the Product, generate Outputs, and provide support to you.
- 5.2 Output ownership.** Subject to your compliance with this EULA and to the maximum extent permitted by applicable law, Noblix assigns to you any rights it may have in the Output generated specifically for you. You may use such Output for personal or business purposes, subject to the restrictions in Section 3 and to applicable law.
- 5.3 Output is not unique.** AI systems are probabilistic. Identical or similar Inputs from different users can produce identical or substantially similar Outputs. You acknowledge that Noblix may generate similar Output for other users and makes no representation that any Output is unique to you.
- 5.4 You are responsible for your Inputs and Outputs.** You must ensure that your use of the Product, your Inputs, and any Output you publish, share, sell, or act upon does not infringe any third-party right or violate any law. You must independently verify the accuracy and lawfulness of any Output before relying on it.

**AI ACCURACY DISCLAIMER:** the Product uses artificial intelligence. Output may be inaccurate, incomplete, biased, outdated, or fabricated. The Product does NOT provide legal, financial, medical, tax, or other professional advice. You must verify Output and consult appropriate professionals before relying on Output for any meaningful decision.

## 6. Third-Party Components & AI Providers

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- 6.1 Third-party AI models.** The Product may rely on third-party AI models, APIs, or services (e.g. [INSERT — e.g. OpenAI, Anthropic, Google AI]). Your Inputs may be transmitted to such providers solely to generate Output. The processing of personal data by these providers is described in our Privacy Policy.
- 6.2 Open-source components.** The Product may include open-source software components governed by their own licenses. A list of such components and their licenses is available on request. Where any open-source license requires terms different from this EULA, those terms apply only to the relevant open-source component.
- 6.3 No responsibility for third parties.** Noblix is not responsible for the availability, accuracy, security, performance, or terms of third-party services, except to the extent imposed by applicable law.

## 7. Updates

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- 7.1 Updates may be issued.** Noblix may issue updates, patches, or new versions of the Product from time to time. Updates may add, modify, or remove features, and may be required to keep the Product secure or compatible with third-party services.
- 7.2 Application of EULA.** All updates are subject to this EULA, unless accompanied by separate license terms, in which case those separate terms apply to the updated component.

**7.3 No obligation to update.** Noblix is not obliged to provide any specific update, support, or maintenance, except where required by mandatory applicable law (including consumer-protection law).

## 8. Compliance with Laws

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**8.1 Export controls.** You must comply with all applicable export control, sanctions, and trade laws (including those of the United States, the European Union, the United Kingdom, and any other jurisdiction with extraterritorial reach). You may not use, export, or re-export the Product to any prohibited country, person, or entity.

**8.2 Anti-bribery & anti-money-laundering.** You must comply with all applicable anti-bribery, anti-corruption, and anti-money-laundering laws.

**8.3 US Government end users.** If you are a US Government end user, the Product is licensed as “commercial computer software” and “commercial computer software documentation” as defined in 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202. Use, duplication, and disclosure are subject to the restrictions in this EULA.

## 9. Term & Termination

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**9.1 Term.** This EULA takes effect when you first install, access, or use the Product, and continues until terminated.

**9.2 Termination by you.** You may terminate this EULA at any time by ceasing all use of the Product and permanently deleting all copies of the Product and any associated materials in your possession or control. Termination does not entitle you to a refund except as set out in our Return & Refund Policy.

**9.3 Termination by Noblix.** Noblix may suspend or terminate this EULA and your License, with immediate effect, if you breach any provision of this EULA. Where the breach is capable of remedy, Noblix will, where reasonable, give you a reasonable opportunity to remedy it before terminating.

**9.4 Effect of termination.** Upon termination, all rights granted to you under this EULA cease immediately. You must (a) stop using the Product, (b) delete or destroy all copies of the Product in your possession or control, and (c) on request, certify in writing that you have done so. Outputs you generated lawfully prior to termination remain yours, subject to the restrictions in Section 3.

**9.5 Survival.** Sections 3 (Restrictions), 4 (IP), 5.4 (Responsibility), 6.3, 8 (Compliance), 9.4 (Effect of termination), 10 (Disclaimer), 11 (Liability), 12 (Indemnification), and 13–15 (general clauses) survive termination.

## 10. Warranty Disclaimer

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**10.1 As-is.** Subject to Section 10.3 and to the maximum extent permitted by applicable law, the Product is provided “AS-IS” and “AS-AVAILABLE”, with all faults and without warranty of any kind, whether express, implied, or statutory.

**10.2 No specific warranties.** Noblix expressly disclaims all implied warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, reliability, availability, and title.

Noblix does not warrant that the Product will be uninterrupted, timely, error-free, secure, or that it will meet your requirements.

**CONSUMERS — YOUR STATUTORY RIGHTS REMAIN:** if you are a Consumer, you may have additional non-waivable rights under your local consumer law (e.g. the Australian Consumer Law, the UK Consumer Rights Act 2015, the EU Consumer Sales Directive, or equivalent US state laws). These rights are not affected by this Section 10.

## 11. Limitation of Liability

- 11.1 Excluded losses.** To the maximum extent permitted by applicable law, Noblix shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages; loss of profits, revenue, business, goodwill, opportunity, savings, or data; damages arising from reliance on Output; damages from third-party services; or damages from your misuse of the Product.
- 11.2 Aggregate cap.** To the maximum extent permitted by applicable law, Noblix's total aggregate liability arising from or relating to the Product or this EULA, whether in contract, tort, statute, or otherwise, shall not exceed the Purchase Price you paid in the twelve (12) months immediately preceding the event giving rise to the claim.
- 11.3 Liability that cannot be excluded.** Nothing in this EULA excludes or limits liability that cannot be excluded by law, including liability for fraud, gross negligence, willful misconduct, death or personal injury caused by negligence, or non-waivable consumer-protection rights.

## 12. Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Noblix Ltd and its directors, officers, employees, agents, affiliates, suppliers, licensors, and partners from and against any third-party claim, loss, liability, or expense (including reasonable legal fees) to the extent arising from your breach of this EULA, your Inputs, your use or distribution of Output, your violation of any law or third-party right, or any decision you make based on the Product.

**CONSUMERS:** if you are a Consumer, this obligation applies only to the extent the relevant claim was caused by your fault, negligence, or breach of this EULA, and does not apply where prohibited by applicable consumer law.

## 13. Privacy

Personal data processed in connection with the Product is handled in accordance with our Privacy Policy, available at [INSERT URL]. By using the Product, you confirm you have read and understood the Privacy Policy.

## 14. Changes to This EULA

Noblix may update this EULA from time to time. The most recent version will indicate the "Last Updated" date. Material changes affecting your rights will be communicated by reasonable means before they take effect, where required by law. Continued use of the Product after the effective date of an updated EULA constitutes acceptance.

## 15. General

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- 15.1 Governing law.** This EULA is governed by the laws of [INSERT JURISDICTION], without regard to conflict-of-laws principles.
- 15.2 Consumers — home-jurisdiction protection.** Nothing in Section 15.1 deprives a Consumer of the protection afforded by mandatory provisions of the law of their country of residence.
- 15.3 Consumer statutory rights.** If you are a Consumer, nothing in this EULA removes any non-waivable right or remedy you have under the consumer-protection law of your country of residence. Where any provision of this EULA is inconsistent with such a right, that provision is read down or disappplied to the extent of the inconsistency.
- 15.4 Severability.** If any provision of this EULA is held unenforceable, that provision is modified to the minimum extent necessary to make it enforceable, and the remainder continues in full force.
- 15.5 No waiver.** Failure or delay by Noblix to enforce any right does not constitute a waiver.
- 15.6 Assignment.** You may not assign this EULA without Noblix's prior written consent. Noblix may assign this EULA in connection with a merger, acquisition, restructuring, or sale of assets.
- 15.7 Entire agreement.** This EULA, together with the Terms of Service, Return & Refund Policy, and Privacy Policy, constitutes the entire agreement between you and Noblix regarding the Product and supersedes any prior or contemporaneous communications.
- 15.8 Language.** This EULA is written in English. Where a translation is provided, the English version prevails, except where applicable consumer law requires otherwise (e.g. French in Quebec).

## 16. Contact

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For questions about this EULA, license issues, or compliance concerns:

**Noblix Ltd**

Email: [operations@noblixltd.com](mailto:operations@noblixltd.com)

Registered address: [INSERT FULL REGISTERED ADDRESS]

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### ACKNOWLEDGEMENT

*By installing, accessing, or using the Product, you confirm that you have read, understood, and accepted this EULA in full — subject always to any non-waivable rights granted by Applicable Consumer Law.*