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This End-User License Agreement (hereinafter, "Agreement") creates a legally binding Agreement between you, as an end user of our services (hereinafter, "End User"), and the following company: _____ (hereinafter, "Company"). You will be referred to through second-person pronouns such as "your" and "yours." We, the Company, will be referred to with pronouns such as "us," "our," and "ours." Collectively, you and the Company may be referred to as the "Parties" and individually as "Party."

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- II) To violate any intellectual property rights of the Company or any third party;
- III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- IV) To perpetrate any fraud;
- V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- VI) To publish or distribute any obscene or defamatory material;
- VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- VIII) To unlawfully gather information about others.

REVERSE ENGINEERING & SECURITY: You agree not to undertake any of the following actions:

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- b) Violate the security of the Software through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network;
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actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

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DISPUTE RESOLUTION & GOVERNING LAW: All disputes will be resolved as provided for in the Terms & Conditions or Terms of Service. Should Company not have a live version of any Terms document or any other provisions in any user-facing document covering dispute resolution and governing law, the laws of Alabama shall govern any matter or dispute relating to or arising from this EULA or the Company's relationship with End User.

ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.

HEADINGS FOR CONVENIENCE ONLY: Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

NO AGENCY, PARTNERSHIP OR JOINT VENTURE: No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

FORCE MAJEURE: The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email us at the following address: _____.