# Effective Date: 06/12/2023 Last Updated: 06/12/2024

This License Agreement ("Agreement") is a binding agreement between you, the user ("User"), and **DoomsDay.Media** - <u>https://doomsday.media</u> ("Creator"). By using the DoomsDay USB: The Survival Tech Toolkit ("Device"), you agree to the terms and conditions set forth in this Agreement. If you do not agree to these terms, do not use the Device.

## 1. License Type

The DoomsDay USB: The Survival Tech Toolkit is provided under a **Freemium License**. This means that the Device includes a base set of free features, while additional features or functionality may require separate licensing or payment.

### 2. Open Source Software Notice

The Device contains software, operating systems, manuals, material and programs that are based on or derived from **open source software**. All open source software is licensed under their respective licenses, which are provided within its documentation.

The Creator is not the owner of these open source components and provides no warranties regarding their operation, fitness for a particular purpose, or compatibility.

# 3. Disclaimer of Liability

### 3.1 Experimental Nature:

The Device is provided as an **experimental toolkit**, and the User acknowledges that its use may involve risks, including but not limited to system crashes, data loss, hardware malfunctions, or security vulnerabilities.

### 3.2 No Warranty:

The Device is provided "AS IS" without any warranties of any kind, express or implied. The Creator disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

#### 3.3 User Responsibility:

By using the Device, the User agrees to assume all risks associated with its use. The Creator shall not be liable for any direct, indirect, incidental, consequential, or special damages, including but not limited to data loss, system failures, hardware or software damage, or any other losses arising from the use or inability to use the Device.

## 4. Data Collection and Consent

### 4.1 Data Transmission:

The User acknowledges and agrees that certain data, including but not limited to personal data or system data, may be transmitted to the servers or systems operated by DoomsDay Media ("Servers"), including the website <u>https://www.doomsday.media</u>, during the operation of the Device or upon registration on the website.

### 4.2 User Consent:

By using the Device or registering on the website, the User expressly consents to the transmission, storage, and processing of such data by DoomsDay Media in accordance with its policies. The User is responsible for reviewing the Privacy Policy of DoomsDay Media, which governs how data is handled.

### 4.3 Data Usage:

The Creator disclaims any liability for third-party access to the transmitted data due to the User's hardware or network vulnerabilities. The User assumes all risks associated with data transmission.

### 5. Indemnification

The User agrees to indemnify, defend, and hold harmless the Creator from any claims, damages, liabilities, costs, and expenses arising out of or related to their use of the Device, including but not limited to issues related to data transmission or privacy.

#### 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Cyprus. Any disputes arising under this Agreement shall be resolved exclusively in the courts of Cyprus.

### 7. Amendments

The Creator reserves the right to modify or amend this Agreement at any time. Updates to the Agreement will be provided alongside updates to the Device or on the Creator's website. Continued use of the Device constitutes acceptance of any revised terms.

#### 8. Termination

The Creator may terminate this Agreement at any time if the User breaches its terms. Upon termination, the User must cease all use of the Device and destroy all copies in their possession.

By using the DoomsDay USB: The Survival Tech Toolkit or registering on the website <u>https://www.doomsday.media</u>, you acknowledge that you have read, understood, and agree to this License Agreement.

DoomsDay.Media hello@doomsday.media https://www.doomsday.media