

Terms and Conditions

Grial UI Kit

FIRST. (Background)

Key aspects of our privacy practices described in this Privacy Policy include the following explanations:

- “UXDIVERS LTDA.” (hereinafter “the Licensor”) has autonomously and independently developed Grial UIKit, a software that provides a complete collection of controls, screens and resources for the user interface, which allows to accelerate the development of cross platform applications on Xamarin Forms. “Grial UIKit” also includes a program that executes in the cloud (hereinafter Grial UIKit Admin), and grants to automate creation and customization of new applications that use the collection of controls, screens and resources provided by “Grial UIKit”.
- Grial UIKit has been developed to be used under “Android” and “IOS” operating systems.
- “Licensor” is the owner of or is entitled to all the contents required for the operation and running of Grial UIKit, as well as any content that can be visualized and any other which is original and characteristic of Grial UIKit. Trademarks, logos, signs, technologies, binary code and source code, processes and other contents protected by intellectual property rights are exclusively owned by Licensor.
- “Licensor” grants “Users” a license of use on Grial UIKit which allows them to use all the controls, screens and resources within a sole cross platform application (IOS and Android). The licensed application shall be identified in IOS by the name of the app and the bundle identifier. In the case of Android, it shall be identified by the name of the application and the package name. Such information must be registered in Grial UIKit Admin in order to enable the creation of a license file. “User” means any person who makes use of the software. It is absolutely forbidden to use Grial UIKit controls, screens and resources other than in the licensed application registered with Grial UIKit Admin. It is forbidden to redistribute, share or publish the controls, screens and resources included in the kit.

SECOND (Object)

The object hereunder is to establish the Terms and Conditions that shall be applicable to all Grial UIKit “Users”. The use of Grial UIKit implies the total knowledge and acceptance of these Terms and Conditions, as well as of any decision made by “Licensor” according to the law, regarding any unforeseen issue.

THIRD (Software features)

- Grial UIKit allows its “Users” to develop cross platform mobile apps in Xamarin Forms in a faster way, as it offers a number of controls, screens and resources that may be used

“as is” by the “User” or may be customized according to the needs thereof. Grial UIKit includes a set of designed and implemented controls which allow solving various common problems. Such controls are distributed as binary controls and may be used in any screen (included or not in Grial UIKit), provided however it is used under the licensed application.

- Grial UIKit also uses open source controls developed by the community. Open source controls may be used according to the Terms and Conditions thereby set forth.
- “Licensor” reserves the right at any time to modify the “software”, changing, adding or suppressing controls, screens or functionalities, as well as to change its processes and interfaces. “Licensor” may carry out any such modifications at its own option and discretion.
- In order to use Grial UIKit, “User” must: a) accept Terms and Conditions of Use; b) pay the price of the License to Use; c) comply with registration process which requires the creation of a user in the Grial UIKit Admin; c) create and customize its application in Grial UIKit Admin and then download the software copyright version.

FOURTH (Personal Data)

- Personal Data collected during the “software” purchasing process shall be used by Shopify (www.shopify.com). The aforementioned site Privacy Policy shall be applicable.
- Data collected during the purchasing process may be used by UXDivers LTDA to the effects of contacting the user via e-mail with the purpose of informing of any important news or to give notice of new related products or offers inherent to the UXDivers products.
- UXDivers shall not share the data thus collected with any third party.
- Personal data collected during the registration process with the Grial UIKit Admin shall be used mainly to authenticate the user owner of the license. The e-mail therein stated may be used to communicate significant news or to give notice of new related products or offers inherent to the products offered by UXDivers.

FIFTH (Contents)

5.1. “Users” may not use Grial UIKit in any illicit or fraudulent manner or in any way in violation of the law or rulings, including, but not limited to, publication of discriminatory, violent, pornographic content or any publication contrary to the content policy published by Grial UIKit.5.2. It is strictly prohibited to use totally or partially any of the contents of Grial UI Kit to develop a product/s to compete with it.

SIXTH (Liabilities)

- “Licensor” makes no warranty nor is it liable in any way for Grial UIKit. Grial UIKit shall only be liable to allow access to the “software” of its ownership; fix the bugs the “Licensor” may deem convenient to be fixed, maintain Grial updated with the new versions of Xamarin Forms; as well as provide services directly related to the use of the “software”.

- “Licensor” does not warrant the continuous operation of the “software” nor its running without operative errors. Likewise, it shall make no backups of the information, communications and publications performed and it shall only save the necessary information relative to the “software” operation during the time needed to such effects.
- User agrees to indemnify and hold harmless from any responsibility and defend the Licensor from any loss, damages and expenses it may incur as a result of any claim or complaint related to the use of this software.
- Grial UIKit may bring any legal proceedings against “Users” who violate or do not comply with these Terms and Conditions.

SEVENTH (Exemptions)

“Users” shall exempt “Licensor” from any civil, commercial, labor, taxing, criminal or administrative liability, of any kind whatsoever, resulting from any event that might arise based on its actions performed while using Grial UIKit.

EIGHTH (Termination of Agreement)

- “Licensor” may at any time terminate the license to use whenever Licensor becomes aware that the license is being used for any purpose other than the one set forth under these Terms and Conditions.
- Likewise, it shall be also entitled to terminate the license if it has reasonable doubts that the “User” is involved in any illicit, irregular, fraudulent action, leading to deception or breach of these Terms and Conditions.
- In both cases mentioned in the preceding paragraphs, the “User” shall not be entitled to any refund.

NINTH (Modifications)

These Terms and Conditions may be modified by “Licensor” at any time, provided “Licensor” notifies the “Users” any such modifications. The new Terms and Conditions shall enter into force 3 calendar days following the notice.

TENTH (Applicable Law and Jurisdiction)

This agreement shall be governed by the laws in force of the State of Delaware, United States of America.

ELEVENTH (Miscellaneous)

- Failure to exercise any of the rights deriving from this agreement shall not constitute a waiver thereof or of any other rights resulting here from, unless expressed in writing and signed by the waiving party.
- Should any provision herein be declared totally or partially null, the remaining ones shall in no way be affected and shall continue to be in full force and effect.

- All the content of the website (<https://grialkit.com>) and the Grial UIKit Demo Apps (Apple Store: <https://itunes.apple.com/app/grial-uikit/id1099501310> and Google Play: <https://play.google.com/store/apps/details?id=uxdivers.grial>), whether visible, audible or those which allow the operation thereof are protected by intellectual property rights and are exclusively owned by “Licensor”. By way of example, the graphics, related colors, interface design, audios, logos, software, information and any other content that allows the operation of the web site and of its applications for smartphones are exclusively owned by Licensor, their reproductions, copy, or not authorized use for any purpose whatsoever being forbidden.
- Should the “User” choose an onerous license to use, during the subscription process it must set forth the procedure, price and payment conditions.

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