CONTRAT DE LICENCE UTILISATEUR FINAL (EULA) SPAW

END USER LICENSE AGREEMENT (EULA) SPAW

PREAMBLE

This End User License Agreement (hereinafter "EULA" or "Agreement") constitutes a legal agreement between you (hereinafter "the User") and SPAW, SASU with a capital of €4,000, registered with the Paris Trade and Companies Register under number 987 516 226, with its registered office at 61 rue de Lyon, 75012, Paris (hereinafter "SPAW" or "we").

1. ACCEPTANCE OF THE AGREEMENT

By installing, accessing, or using the SPAW mobile application (hereinafter "the Application"), you agree to be bound by the terms of this Agreement. If you do not accept these terms, you must not install, access, or use the Application.

2. ELIGIBILITY

2.1. The Application is intended solely for persons aged 18 or over.

2.2. By using the Application, you represent and warrant that you are 18 years of age or older.

3. LICENSE AND RESTRICTIONS

3.1. License Grant SPAW grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to download, install, and use the Application on compatible mobile devices, in accordance with the terms of this Agreement.

3.2. Usage Restrictions You agree not to:

- Modify, disassemble, decompile, or reverse engineer the Application
- Circumvent the Application's technical limitations
- Create derivative works based on the Application
- Copy, distribute, transfer, rent, sublicense the Application
- Use the Application for illegal or unauthorized purposes

4. TECHNICAL REQUIREMENTS

4.1. Supported Operating Systems

- iOS: Version 14 or later
- Android: Version 12 or later

4.2. Required Permissions The Application requires access to the following device features:

- Geolocation (mandatory for core functionality)
- Camera (for content creation)
- Microphone (for audio content)
- Contacts (for social features)
- Notifications (for alerts and updates)

4.3. Local Storage The Application uses local storage on your device to:

- Cache certain content (videos, images) enabling limited offline use
- Temporarily store media before upload (profile pictures, images to share)
- Save certain user settings and preferences
- Store session data for quick login The User can manage and clear this data through the Application settings. By using the Application, you accept this use of local storage.

5. UPDATES

5.1. Mandatory Updates Certain Application updates are mandatory to continue using the service, including:

- Security updates
- Updates containing essential new features
- Critical corrective updates

5.2. The User will be notified of these updates and must install them to continue using the Application.

6. GEOGRAPHICAL AVAILABILITY

6.1. The Application is currently available in France and Germany.

6.2. SPAW reserves the right to extend its availability to the following countries without prior notice:

- European Union (EU) member states
- European Economic Area (EEA) member states: Iceland, Liechtenstein, Norway
- Switzerland
- United Kingdom
- Andorra
- Monaco
- Vatican
- San Marino

6.3. Use of the Application in these territories is subject to applicable local regulations, particularly regarding personal data protection and privacy.

7. COMMERCIAL AND PROFESSIONAL USE

7.1. Professional Restrictions Professionals (managers, owners, or employees) of establishments registered or registrable on SPAW are prohibited from using the Application for commercial purposes without prior authorization.

7.2. Authorization Procedure To obtain commercial use authorization:

- Contact SPAW at: yanniskuehn@icloud.com
- Provide proof of identity and professional status
- Wait for validation and specific account marking

7.3. This restriction aims to prevent disguised advertising and maintain the integrity of the SPAW ecosystem.

8. THIRD-PARTY SERVICES

8.1. The Application integrates third-party services, including:

- Mapbox for mapping
- Supabase for storage and data management
- Amplitude for data analysis

8.2. The use of these services is subject to their respective terms of use.

9. INTELLECTUAL PROPERTY

9.1. All intellectual property rights relating to the Application, including but not limited to copyrights, trademarks, patents, trade secrets, source code, documentation, belong to SPAW or its licensors.

9.2. This Agreement does not grant you any ownership rights to the Application or its content.

10. TERMINATION

10.1. You may terminate this Agreement at any time by uninstalling the Application.

10.2. SPAW may terminate this Agreement at any time if you fail to comply with the terms of this Agreement.

11. LIMITATION OF LIABILITY

11.1. Technical Limitations SPAW shall not be held liable for:

- Operating system-related malfunctions
- Hardware incompatibilities
- Performance issues related to device configuration
- Service interruptions necessary for maintenance or updates
- Network connection problems independent of the Application

11.2. Warranty Exclusions The Application is provided "as is" and "as available". SPAW does not guarantee that:

- The Application will be error or bug-free
- The Application will function uninterrupted
- Defects will be corrected
- The Application will be compatible with all third-party hardware or software

11.3. General Limitation To the extent permitted by applicable law, SPAW shall not be liable for:

- Direct or indirect damages resulting from inability to use the Application
- Data loss resulting from use or inability to use the Application
- Damages resulting from use not compliant with provided instructions

11.4. Exceptions These limitations do not apply in cases of:

- Deliberate fault or gross negligence by SPAW
- Fraud or misleading statements
- Death or bodily injury
- Any other liability that cannot be excluded by law

12. APPLICABLE LAW

This Agreement is governed by French law. Any dispute relating to this Agreement shall fall under the exclusive jurisdiction of French courts.

13. CONTACT

For any questions regarding this EULA, please contact:

SPAW 61 rue de Lyon 75012 Paris

Email: yanniskuehn@icloud.com

Last updated: October 29, 2024