

End-user license agreement and terms of service for Web 3.0 Browser

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1 Acceptance of terms

You can accept the Terms by selecting to accept or to agree to the Terms during the installation process or when the dialog is displayed in the user interface, or by your use of the Software and Services.

You declare by acceptance of the Terms that you are of legal age to use the Software and Services.

2 Definitions

2.1 “You” (or “your”) means the legal entity or person who orders or downloads the Software and/or activates the Services.

2.2 “Documentation” means the standard end-user technical documentation, specifications, materials and other information Digital Limelight supplies with the Software and/or Services.

2.3 “Services” means the various services to which Digital Limelight provides users with access, including without limitation, the featured content, search services, automatic updates, and personalized content.

2.4 “Software” means Digital Limelight’s software products (in object code format only) delivered to you (including but not limited to the Web 3.0 Browser), together with any update or upgrade, when and if made available to you by Digital Limelight. Software does not include Third-Party Software.

2.5 “Third-Party Software” means the software of certain third parties that Digital Limelight may deliver with the Software, including but not limited to any third-party open source components.

2.6 “Use” (or “use”) means to cause a computer system to execute any machine-executable portion of the Software in accordance with the documentation or to make use of any documentation or related materials in connection with the execution of any machine-executable portion of the Software, and to make use of any of the Services.

3 License

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4.1 You shall not and shall not allow any third party to: (a) Use the Software or Services except as expressly permitted under Section 3; (b) separate the component programs of the Software for use on different computers; (c) adapt, alter, publicly display, publicly perform, translate, embed into any other product, or otherwise create derivative works of, or otherwise modify the Software or Services; (d) sublicense, lease, rent, loan, or distribute the Software or Services to any third party; (e) transfer the Software or Services to any third party; (f) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software, (i) except as permitted by applicable law, or (ii) to the extent as may be permitted by the license of any included Third-Party Software; (g) remove, alter or obscure any proprietary notices on the Software or Services, or the applicable documentation therefore; or (h) allow third parties to access or use the Software or Services, including without limitation any use in any application service provider environment, service bureau, or time-sharing arrangements.

4.2 Third-Party Software is subject to separate terms and conditions included with, or contained in the setup installation segments of such Third-Party Software. The license restrictions contained in these Terms do not apply to Third-Party Software to the extent they are inconsistent with such Third-Party Software terms. Digital Limelight shall not be responsible for any Third-Party Software.

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5.1 Digital Limelight reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that Digital Limelight shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services. Digital Limelight reserves the right to change, limit usage of, charge for continued usage of (of course require you to opt in before incurring any charges), and/or discontinue any service at any point in time.

5.2 Featured: The featured content helps you to discover and access content made available by third parties on the internet. Digital Limelight exercises no editorial control over any content that you access through the featured content feature.

6 Proprietary rights

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7 Privacy and personal information

7.1 General: No personal identifiable information is collected.

7.2 Featured: Digital Limelight is not able to link any usage related data to individual persons. The service collects the web addresses (not content of the webpages), IP-addresses, the end-user device make and model, and a randomly generated identifier for the Software. Digital Limelight stores and processes usage related log data to provide, debug, maintain and optimize the service. Digital Limelight server logs are kept for up to six months. Usage related log data are also used to generate aggregated and anonymized statistics for Digital Limelight's own use, and for reporting usage to Digital Limelight's customers.

7.3 Built-in web search: The Software has a built-in, web search feature. This gives you the option to utilize external web search engines directly from the browser interface. Digital Limelight relies on third parties for this service. The Software sends the your search requests (in a specially designed URL string) directly to third-party websites that handle the actual search queries. What is sent to the third-party site is the special search string along with the text terms needed to perform the particular search query. No personal information is sent.

7.4 Some third-party sites may monitor data traffic from the Software, such as numbers of hits and the search terms used. No personally identifiable information is made available to these services by the Software, and not by Digital Limelight. Please note: Digital Limelight does not control the privacy and security practices and policies of these third parties and their sites. Check the particular site and/or business for more information. It is your responsibility to use caution before sharing personal information via forms and other methods used by third parties and their websites.

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12, and 13, shall survive such termination.

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effective upon the earlier of (i) twenty-four (24) hours after sending, or (ii) your actual receipt of any such email.

12 Injunctive relief

You acknowledge and agree that the Software and Services contain valuable trade secrets, confidential information and proprietary information of Digital Limelight. You further acknowledge that any actual or threatened breach or violation of Section 3 or Section 4 of these Terms will constitute immediate, irreparable harm to Digital Limelight for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for any such breach or violation.

13 General

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