END USER LICENSE AGREEMENT (EULA)

EULA

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- RHODES activation utilizes information about key components of your computer and encrypts this information in an activation request. The activation request will be used for the generation of an activation code that will only work on the computer the activation request was generated by.
- To use the SOFTWARE on a different system, or after major changes to your computer system, you may have to activate the SOFTWARE again.

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Most issues can be resolved simply by contacting us and we encourage you to do so. However, the following rules apply in case we are not able to resolve the dispute informally:

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This EULA shall be governed by the laws of England and Wales without regard to its conflict of law rules and your consent to the exclusive jurisdiction of the courts located in London, UK. The Convention on Contracts for the International Sale of Goods shall not apply. If the Licensee is considered to be a consumer by applicable law, this choice of law shall only apply to the extent that applicable consumer protective laws of his/her state of residence shall remain untouched.

11.2.   If you are a resident or registered business outside of the US, UK, EU, EEA and Switzerland:

This License Agreement shall be governed by the laws of England and Wales without regard to its conflict of law rules and your consent to the exclusive jurisdiction of the courts located in London, UK. The Convention on Contracts for the International Sale of Goods shall not apply.

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You waive any claim of inconvenient forum and any right to a jury trial. To the maximum extent permitted by applicable law, you agree to not (1) seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity; or (2) consolidate or combine individual proceedings or permit an arbitrator to do so without the express consent of all parties to this License Agreement and all other actions or arbitrations.

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This EULA shall continue for as long as the SOFTWARE is used according to the terms of this EULA. However, RHODES may terminate this EULA and revoke the granted license if you fail to comply with any of its terms and conditions. In such an event, you must destroy all copies of the SOFTWARE. The limitations of warranties and liability set forth in this EULA shall continue in force even after termination.

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If any provision of this EULA or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

Status: January 2023