



## END USER LICENSE AGREEMENT

This End User License Agreement(EULA) is between **you ('either an individual or an entity')** and **Xecurify Inc (DBA miniOrange Security Software Private Limited)**.

PLEASE READ THIS AGREEMENT BEFORE USING ANY **XECURIFY SOFTWARE OR SERVICES**. BY DOWNLOADING, INSTALLING, OR USING ANY **XECURIFY SOFTWARE OR SERVICES** YOU ("the Customer") SIGNIFY ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

"Customer" or "you" agree to the terms of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its Affiliates to this Agreement. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service. This Agreement is effective as of that date that you accept it. Customer and Xecurify hereby agree as follows

### **1. PAYMENT TERMS :**

You are required to make the full Payment In Advance. This implies, For all Standard/Premium/Enterprise/All-Inclusive versions, the module and license will be released to you only after receiving the complete payment.

### **2 GRANT OF LICENSE :**

Standard/Premium/Enterprise/All-Inclusive version after you have purchased the Standard/Premium/Enterprise/All-Inclusive license for the module, and have received the file of Standard/Premium/Enterprise/All-Inclusive version, you are licensed to install the module only into the number of website(s) corresponding to the license you purchased. You may not duplicate the module in whole or in part. You may not redistribute, modify, or resell the module in any way without the written permission of Xecurify Inc. You may not rent, lease, or lend the module. You may not use the module in any other module or application that competes with the products and services of Xecurify Inc.

If you want to upgrade your licence plan within 30 days of purchase, you can do so by paying the difference. Any upgrade requests made after 30 days will result in you paying 50% of the new licence cost.



Your purchased licenses are perpetual and include 12 months of maintenance (version updates, security fixes, compatibility updates, etc). After 12 months, you need to renew your maintenance for the next 12 months at 50% of the license cost available at the time of renewal to get regular updates & support.

### **3. YOUR MEMBERSHIP :**

During your purchase, we will create an account for you in our membership area. You must keep your login credentials secret. You may not distribute, give away, lend or re-sell it. We reserve the right to monitor the levels of your membership activity and take any necessary action in the event of abnormal usage being detected.

After generating a license that is linked to the domain of the Drupal instance, so if you have the dev-staging-prod type of environments and you want to activate the module on all the environments simultaneously then you will require 3 licenses of module, one for each (You can avail additional discount on pre-production environments). To avail discounts contact us at [drupalsupport@xecurify.com](mailto:drupalsupport@xecurify.com).

### **4. VERSION CHECK AND REGISTRATION :**

Service Provider automatically checks for updates to its core and all installed themes and modules. After you have purchased the Premium License, you will be provided with a unique license key. By entering your license key and registering the domain with the module, you can update the module in your Service Provider's dashboard. You must keep your license key secret. You may not distribute, give away, lend or re-sell it. We reserve the right to monitor the levels of your key usage activity and take any necessary action in the event of abnormal usage being detected. \* The word "Service Provider" means **Drupal**.

### **5. PRIVACY TERMS :**

Xecurify does not store or transfer any data, but in some cases depending on the service of the module, Xecurify uses the information collected from users. For example, your phone number and email address are used to send the one time passcode for 2FA Plugin. For Risk Based Authentication information like device type, location, IP address and time is required to identify the user and grant access based on the risk.

All data provided are stored with miniOrange which can be accessed through our site <https://login.xecurify.com/moas/login> where the user's account is created while using the Xecurify module.

Xecurify stores the license information which is specific to each customer and based on the plans.

This information is solely used to provide the services to customers/users.



The other personal information like email address, phone number, company information is used for the purpose of billing and license information only.

Xecurify may use Customer's name and logo to identify the Company as a customer of Xecurify or as set forth in Statement of Work.

#### **6. RESTRICTIONS :**

Prohibition on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the module in any way without the written permission of Xecurify Inc.

#### **7. PROHIBITED USE :**

You may not use the module on the website(s) and/or webpage(s) that contain inappropriate, unlawful, illegal, or offensive content.

#### **8. TERMINATION :**

Without prejudice to any other rights, Xecurify Inc. may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such an event, you must destroy all copies of the module.

#### **9. REFUND POLICY :**

At Xecurify, we want to ensure 100% customer satisfaction with our product/module purchase. If the module you purchased is not working as advertised and you've attempted to resolve any issues with our support team, which couldn't get resolved, we will refund the whole amount given that you have raised a refund request within the first 10 days of the purchase. For any queries regarding the return policy please email us at [drupalsupport@xecurify.com](mailto:drupalsupport@xecurify.com).

#### **10. COPYRIGHT :**

The module is owned by Xecurify Inc. and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The module is licensed, not sold, to You for use solely subject to the terms and conditions of this Agreement.

#### **11. LIMITED WARRANTY :**

The module IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE AUTHOR or AUTHORS BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF THE module, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, SUPERSEDING ANY PROPOSAL OR PRIOR



AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS LICENSE.

**12. LIMITATION OF LIABILITY :**

IN NO EVENT SHALL Xecurify Inc. OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE module, EVEN IF Xecurify Inc. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL LEGAL ISSUE SHOULD BE JUDGED BY THE COURT INDICATED BY Xecurify Inc.

**13. CHANGES TO THIS AGREEMENT :**

WE RESERVE THE RIGHTS TO MAKE CHANGES TO THIS AGREEMENT WITHOUT ANY PRIOR NOTICE AT OUR SOLE DISCRETION.