

myStock™ Inventory Manager Software, End User License Agreement

Revision 1.1

Created on January 01, 2018

1.1 Definitions and Responsibilities

This End User License Agreement (EULA) is a legal agreement between you the End User, and Trace Width Technology Solutions LLC.

Do not use the Software until you have carefully read the following Agreement.

Your use, distribution or installation of this copy of myStock™ Inventory Manager Software indicates your acceptance of this License. If you do not agree to the terms of this EULA, do not install or use the myStock™ Inventory Manager Software. If you have purchased a single copy from the Android Market or an authorized distributor, reseller or any retail channel, you may be allowed to return it for a refund, if permitted, per the guidelines of the reseller.

The myStock™ Inventory Manager Software, includes computer software and may include associated media, printed materials, and on-line or electronic documentation.

SOFTWARE PRODUCT here means Software, image files, all accompanying files, data and materials received with your purchase or download of myStock™ Inventory Manager Software.

By installing, copying, accessing, downloading or using the myStock™ Inventory Manager Software (or authorizing any other person to do so) you are indicating that you are 18 years of age or older (any parent or guardian of a person under the age of 18 may accept this Agreement on behalf of a user) and are capable of entering into a binding legal agreement, have read and understand this Agreement and you accept its terms and conditions. If you do not agree with the terms and conditions of this Agreement, do not install, copy, access, download or use the myStock™ Inventory Manager Software.

2.1 Licensing

This EULA permits you to use a single copy of the myStock™ Inventory Manager Software. The myStock™ Inventory Manager Software is for personal use only and may be installed and used by the End User, on only one device at a time. Its component parts may not be separated for use on more than one device. The myStock™ Inventory Manager Software may be accessed through a network only after obtaining a site license from Trace Width Technology Solutions LLC.

All components accompanying the software are copyrighted by Trace Width Technology Solutions LLC. and may not be taken apart, modified, used or published with other software or means except with the myStock™ Inventory Manager Software and may not be distributed or copied in any manner.

Trace Width Technology Solutions LLC grants to you a limited, non-exclusive, license, which is subject to the terms and conditions of this Agreement, to install, download, and use the myStock™ Inventory Manager Software.

3.1 Warranties and Disclaimers

THE MYSTOCK™ INVENTORY MANAGER SOFTWARE, ALL ACCOMPANYING FILES, DATA AND MATERIALS, ARE DISTRIBUTED "AS IS" AND WITH NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE USER MUST ASSUME ALL RISK OF USING THE PROGRAM. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT.

TRACE WIDTH TECHNOLOGY SOLUTIONS LLC AND ANY THIRD PARTY SOFTWARE AND SERVICES PROVIDED EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE MYSTOCK™ INVENTORY MANAGER SOFTWARE OR SERVICE AND SUCH THIRD PARTY SOFTWARE OR SERVICES. TRACE WIDTH TECHNOLOGY SOLUTIONS LLC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MYSTOCK™ INVENTORY MANAGER SOFTWARE OR SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE MYSTOCK™ INVENTORY MANAGER SOFTWARE OR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE MYSTOCK™ INVENTORY MANAGER SOFTWARE OR SERVICE WILL BE CORRECTED.

TRACE WIDTH TECHNOLOGY SOLUTIONS LLC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MYSTOCK™ INVENTORY MANAGER SOFTWARE OR SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. TRACE WIDTH TECHNOLOGY SOLUTIONS LLC DOES NOT REPRESENT OR WARRANT THAT USERS WILL BE ABLE TO ACCESS OR USE THE MYSTOCK™ INVENTORY MANAGER SOFTWARE AT TIMES OR LOCATIONS OF THEIR CHOOSING, OR THAT TRACE WIDTH TECHNOLOGY SOLUTIONS LLC WILL HAVE ADEQUATE CAPACITY FOR ANY USER'S REQUIREMENTS. NO ORAL OR WRITTEN STATEMENT, INFORMATION OR ADVICE GIVEN BY TRACE WIDTH TECHNOLOGY SOLUTIONS LLC, OR ITS RESPECTIVE EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS SHALL CREATE ANY WARRANTIES.

ANY LIABILITY OF THE END USER WILL BE LIMITED EXCLUSIVELY TO REFUND OF PURCHASE PRICE PER THE GUIDELINES OF THE RESELLER. IN ADDITION, IN NO EVENT SHALL TRACE WIDTH TECHNOLOGY SOLUTIONS LLC, OR ITS PRINCIPALS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AFFILIATES, CONTRACTORS, SUBSIDIARIES, OR PARENT ORGANIZATIONS, BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY OTHER DAMAGES WHATSOEVER RELATING TO THE USE OF THE SOFTWARE PRODUCT.

IN ADDITION, IN NO EVENT DOES TRACE WIDTH TECHNOLOGY SOLUTIONS LLC AUTHORIZE YOU TO USE THE MYSTOCK™ INVENTORY MANAGER SOFTWARE WHERE THE SOFTWARE PRODUCT'S FAILURE TO PERFORM CAN REASONABLY BE EXPECTED TO RESULT IN ANY PUNITIVE LOSS, PHYSICAL INJURY, OR IN LOSS OF LIFE. ANY SUCH USE BY YOU IS ENTIRELY AT YOUR OWN RISK, AND YOU AGREE TO HOLD TRACE WIDTH TECHNOLOGY SOLUTIONS LLC HARMLESS FROM ANY CLAIMS OR LOSSES RELATING TO SUCH UNAUTHORIZED USE.

4.1 Ownership and Legal Use

Trace Width Technology Solutions LLC the owner of the copyright of the myStock™ Inventory Manager Software, all of its derivatives, title and accompanying materials are the exclusive property of Trace Width Technology Solutions LLC. All rights of any kind, which are not expressly granted in this License, are entirely and exclusively reserved to and by Trace Width Technology Solutions LLC. You may not rent, lease, transfer, modify, translate, reverse engineer, de-compile, disassemble or create derivative works based on the myStock™ Inventory Manager Software. You may not make access to the myStock™ Inventory Manager Software available to others in connection with a service bureau, application service provider, or similar business, or use the myStock™ Inventory Manager Software in a business to provide file compression, decompression, conversion services to others. There are no third party beneficiaries of any promises, obligations or representations made by Trace Width Technology Solutions LLC herein.

You may not disclose to other persons the data or techniques relating to this SOFTWARE PRODUCT that you know or should know that it is a trade secret of the Trace Width Technology Solutions LLC in any manner that will cause damage to Trace Width Technology Solutions LLC.

The myStock™ Inventory Manager Software and all services provided may be used for lawful purposes only.

Transmission, storage, or presentation of any information, data or material in violation of any United States of America, State or City law is strictly prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. You agree to indemnify and hold Trace Width Technology Solutions LLC harmless from any claims resulting from the use of this SOFTWARE PRODUCT, which may damage any other party.

This software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

Distribution and sales of the myStock™ Inventory Manager Software, is limited only to entities that have active agreements with Trace Width Technology Solutions LLC that have express written permission for distribution or sales of the myStock™ Inventory Manager Software.

All upgrades, updates or enhancements of myStock™ Inventory Manager Software shall be deemed to be part of myStock™ Inventory Manager Software and will be subject to this Agreement.

5.1 Privacy Policy

Information input by the End User into the myStock™ Inventory Manager Software is considered private to a reasonable degree. By agreeing to this EULA, the End User acknowledges that any information input, stored or generated with the myStock™ Inventory Manager Software has a possibility of being accessed by third parties in malicious or illegal attempts to obtain data.

You agree that you, as the End User, are wholly responsible for the data input, stored or generated from the use of myStock™ Inventory Manager Software. You also agree to hold Trace Width Technology Solutions LLC blameless for any information loss or transmission, which occurs from the End User's use of the myStock™ Inventory Manager Software.

In regards to any user data transmitted to Trace Width Technology Solutions LLC or any of its third party partners, softwares or distributors the User should refer to the myStock™ Inventory Manager Software privacy policy.

The myStock™ Inventory Manager Software privacy policy is located at mystock.mybook-mobile.com/mystock_prvcy.pdf

6.1 Miscellaneous

Trace Width Technology Solutions LLC reserves the right to modify or amend this Agreement at any time and for any reason or for no reason at all, in its sole discretion, without notice. Please review the version of this Agreement from time to time in order to keep current with its terms and conditions.

If any provision in this Agreement should be held illegal or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

The license will terminate automatically if the End User fails to comply with any of the above terms and conditions. The license may be terminated by either party at any time and without notice.

This Agreement constitutes the entire statement of the Agreement between the parties on the subject matter, and merges and supersedes all other or prior understandings, purchase orders, agreements and arrangements. This Agreement shall be governed by the laws of The United States of America.

7.1 Contact Details

All inquiries to this policy can be sent through e-mail: Support@myBook-mobile.com