

eSail Sailing Simulator

End-User License Agreement ("Agreement")

Please read this End-User License Agreement ("Agreement") carefully before installing or using eSail Sailing Simulator ("Application").

By installing or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, do not install or use the Application.

License

eSail Ltd. ("Licensor") grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

Restrictions

You agree not to and you will not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, use for political purposes or otherwise commercially exploit the Application or make the Application available to any third party.

You agree not to use the Application or any other applications to upload to the Licensor's server or systems any content including text, sounds, video or images which is misinformation, defamatory, offensive, obscene, objectionable or in breach of any obligations of privacy or confidence or copyright.

You agree to act lawfully and not abuse, threaten, harass, stalk other users or act in any way likely to cause offence or annoyance; and you will not act in any way that interrupts or disrupts provision of the Licensor's services.

Modifications to Application

The Licensor reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

Warranties and Representations

The Licensor represents and warrants that it has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder and to grant the rights granted under this Agreement. No warranty of any type or nature, express or implied is provided for the software which is delivered as is.

Term and Termination

This Agreement shall remain in effect until terminated by you or the Licensor.

This Agreement will terminate immediately, without prior notice from the Licensor in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your desktop.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your desktop.

Upon termination of this agreement the Licensor will remove your access to the Licensor's server, multiplayer services and other services controlled by the Licensor.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

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