

# ConnectID End User License Agreement (EULA)

---

Thank you for your decision to download software from Xband Enterprises, Inc. (“**Xband Enterprises**”). The Xband Enterprises software application that you have downloaded (the “**Application**”) is a part of the Xband Enterprises ConnectID service (the “**Service**”). This End User License Agreement (“**EULA**”) is incorporated by reference into the Xband Enterprises Master Services Agreement (available at [www.Xband Enterprises.net/legal/msa.pdf](http://www.Xband Enterprises.net/legal/msa.pdf)) or as applicable, a separate written Master Services Agreement that governs your use of the Service between you or your employer or other entity that has granted you access to the Services (the “**Terms**”).

By downloading or using the Application, you:

1. Agree that the Application is licensed, not sold to you, and Xband Enterprises reserves all rights not expressly granted to you in this EULA or in the Terms. By downloading the Application, or otherwise accessing or using the Service, you agree that you have read, understood, and agree to be bound by this EULA and the Terms. You may use the Application and the Service only as set forth in this EULA and the Terms;

2. Consent to the collection, use, sharing and transfer of your data, as outlined in the Xband Enterprises Privacy Policy (available at [www.Xband Enterprises.net/legal/PrivacyPolicy.pdf](http://www.Xband Enterprises.net/legal/PrivacyPolicy.pdf)) as updated from time to time, which is hereby incorporated by reference;

3. Agree to the policies governing your use of the Service including the Xband Enterprises Acceptable Use Policy (available at [www.Xband Enterprises.net/legal/acceptableusepolicy.pdf](http://www.Xband Enterprises.net/legal/acceptableusepolicy.pdf)) as such policies may be updated from time to time;

4. Acknowledge that the Application may collect detailed internet browsing information, including the sites you visit, materials that you view, and information that you submit including your personally identifiable information.

5. Agree that the Application may contain third party content, and that

Xband Enterprises is not responsible for any such content;

6. Agree that your license to use the Application and the Service automatically terminates if you violate this EULA or the Terms;

7. Agree not to reverse engineer, decompile, or otherwise attempt to discover the source code of the Service or any part thereof (including this Application), except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

8. Agree that third party terms and fees may apply to the use and operation of your computing device in connection with your use of the Application or the Service, such as your carrier’s terms of services, and fees for phone service, data access, or messaging capabilities, and that you are solely responsible for payment of any and all such fees; and

9. Agree to and acknowledge the terms and conditions set forth below.

## LICENSE GRANT

Subject to the restrictions set forth in this EULA and the Terms, Xband Enterprises grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use one copy of the Application in object code format, solely for use in connection with the Service.

# ConnectID End User License Agreement (EULA)

---

## **WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY**

THE APPLICATION AND THE SERVICE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, XBAND ENTERPRISES DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. UNDER NO CIRCUMSTANCES WILL XBAND ENTERPRISES BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF THE USE OR INABILITY TO USE THE APPLICATION OR THE SERVICE, EVEN IF XBAND ENTERPRISES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL XBAND ENTERPRISES AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF THIS EULA EXCEED THE AMOUNTS PAID BY YOU FOR THE APPLICATION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**NOTICE REGARDING APPLE.** If you are using the Application on an iOS device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple. This EULA is between you and Xband Enterprises only, not with Apple, and Apple is not responsible for the Service and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the Application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with

respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including, but not limited to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or your possession and use of the Application infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms, when using the Service. Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA, and upon your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary of this EULA. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **CONTACTING COMPANY**

The Service is offered by:  
Xband Enterprises, Inc.  
27 Farrwood Avenue, Suite 11  
North Andover MA 01845  
support@xbandenterprises.com