



# USER AGREEMENT

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## OVERVIEW

This contract describes the terms and conditions of the usage of Calamari and all of its services. A "Product" refers to any distributable, marketed asset, authored by Calamari. The "License" is your accorded access to Product(s), bound by these terms, and a Serial. The "Serial" is a one-time-use code that grants access to the creation of an Account. The "Account" is a way to maintain your access to Product(s), accessible through a username and a password. Serials may be obtained officially from Calamari, or through third party resellers. All third party re-sellers are not affiliated with Calamari. All sales of Serials are non-centralized and are not regulated by Calamari. In the following contents, "you" refers to any person who has consented to these terms or has become contractually bound to them. "We" and "us" refer to Calamari. In the result of a breach of the terms in this agreement, the nonconformist will face denial of the means to use the Product, via termination of the client's License, and will be prosecuted up to the full extent of these terms.

***By obtaining a license, you agree to follow all of these terms, without the possibility of removing yourself from this agreement, unless granted by an official Calamari representative.***

## OWNERSHIP

- You do not claim intellectual property right or exclusive ownership to any of our products or services, whether modified or unmodified.
- You are allowed to share, sell or in any way redistribute your License.
- You are responsible for maintaining the security of your Account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the site or product.
- We may cease access to Calamari products or services in an individual capacity at any time.

## TERMINATION & REFUND POLICY

Under any circumstances, you are not eligible to receive ANY form of a refund personally from Calamari, the seller you obtained your Serial from, or any other third party entity. Depending on the actions decided from the penalizer, you may or may not be able to obtain ownership again.

Submitting false **chargebacks** or **disputes** to your Calamari purchase transaction in ANY case will result in prosecution against fraud on your behalf. Additionally, hardware, network, and payment details will be uploaded to the *GLOBAL-EXPLOIT-BANLIST*, which could potentially prevent you (and all associated individuals) from purchasing AND/OR using other similar products that *could potentially* include *Synapse X*, *Sentinel*, *Elysian*, *Protosmasher*, *Sirhurt*, etc.

## RESPONSIBILITY OF CONTRIBUTORS

If you post any material related to Calamari, by making that content available you represent and warrant that:

- the content is not obscene, defamatory or hateful, does not violate the privacy or publicity rights of any third party and is not otherwise unlawful;
- the content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content.

To combat misinformation, we are placing strict guidelines on what can or cannot be stated while under this agreement. You may NOT under any circumstances utter any phrases similar to "Calamari does not have X [feature that is available]", "Calamari crashes on print", "Dooda is X[er] than Deima", or anything related to misinformation about Calamari's team or product base.

## LIABILITY DISCLAIMER

We are not responsible for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including (but not limited to) lost profit, lost revenue, lost data, or other damages that arise from your use of Calamari products or services.

## PRIVACY POLICY

We respect your privacy, and only collect and distribute the data we collect about you that is required by our internal mechanisms. All Lua script data sent to our servers is only used temporarily for secure compilation, then discarded. We collect your IP (Internet Protocol) address and e-mail address as a way to identify you and keep in contact with you. We may collect specific identifiers associated with your hardware and network.

*If you would like your data to be deleted from our database, please refer to the "Opting Out" section.*

## MISCELLANEOUS

These terms are governed by United States law, excluding its conflicts of law principles, and if there is a lawsuit between you and us, jurisdiction and venue will lie exclusively in the State where the defendant is located, if within the United States. If any part of these terms is invalid, the remaining provisions will be unaffected. These terms constitute the entire agreement among the parties relating to this subject matter, and they will continue to govern any issues that arise out of your use of Calamari products even after you discontinue using them. We may revise these terms from time to time and you are encouraged to reread this document whenever this happens. Aside from a site notice, you are held responsible for keeping yourself up to date with your user agreement. Any changes apply as of the time they are posted.

Calamari is not meant for use by children under age 13; if your child is younger than 13 please allow them to use it only under your supervision. Calamari user surveys will be occasionally conducted. If you wish to not participate in these surveys, refer to the "Opting out" section regarding account deletion. Upon request, you must surrender a set of voice lines to any of the Calamari staff members. These voice lines can, and will be used for public or commercial projects. You will automatically be opted out of this term 24 months after you acquire your Calamari license. We have every right to enroll you in a course for Calamari training at any point upon demand.

## OPTING OUT

If you would like to opt-out of our Terms of Service, you may send an email to "marie@calamari.cc" with the header "OPT-OUT". After we receive the email (which may take up to 1-12 weeks), we will delete all of your data we have collected and stored, unless we are conducting an internal investigation on your account, or your data has been distributed to a third-party after a contract breach. Opting out will result in the revocation of your Calamari license.