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Introduction

EA Converters specializes in providing innovative and efficient software solutions tailored to meet the diverse needs of our users. By accessing or using our services, including our proprietary software, you are entering into a legally binding agreement with EA Converters, referred to as "we," "us," or "our" throughout this document.

These Terms and Conditions (the "Terms") govern your access to and use of the software subscription service and set forth the expectations, rights, and responsibilities of both you, the "Subscriber" or "User," and EA Converters.

The purpose of these Terms is to:

- i. Establish clear guidelines for accessing and using the software.
- ii. Define the rights and obligations of both parties.
- iii. Provide transparency regarding payments, usage, and dispute resolution.
- iv. Protect the intellectual property and interests of EA Converters while ensuring compliance with applicable laws.

These Terms apply to:

- i. Any individual, business, or entity purchasing or using the software provided by EA Converters.
- ii. Authorized users who access or interact with the software under a valid purchase or license agreement.

By using our services, you represent and warrant that:

- i. You are of legal age in your jurisdiction to enter into this agreement.
- ii. You have the legal authority to bind yourself or the entity you represent to these Terms.
- iii. The information you provide to EA Converters during the subscription process is accurate and complete.

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Scope of Services

EA Converters offers a once-off software payment model for its proprietary EA Converter software (the "Software"). The Software is designed to simplify and optimize specific processes, as detailed in the product documentation.

By proceeding with any transaction, installation, or use of the Software, you agree to:

- i. Comply with all provisions outlined in these Terms.
- ii. Acknowledge that EA Converters reserves the right to update or modify these Terms as necessary.
- iii. Seek clarification or guidance from EA Converters in case of ambiguity or disagreement regarding these Terms.

If you do not agree with any part of these Terms, you must refrain from accessing or using the Software.

Acceptance of Terms

By purchasing, accessing, or using EA Converters' services or software, you (the "Subscriber" or "User") explicitly agree to be bound by these Terms and Conditions. Your use of our software signifies your acknowledgment that you have read, understood, and accepted all provisions outlined in this document.

Binding Agreement

Voluntary Agreement:

By proceeding with any transaction, installation, or use of the Software, you agree to be legally bound by these Terms and Conditions without modification.

Authority:

You affirm that you:

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- i. Are of legal age in your jurisdiction to form a binding contract.
- ii. Have the authority to accept these Terms either on your own behalf or on behalf of an entity or organization.

Electronic Acceptance:

Your acceptance may be demonstrated through electronic means, including:

- i. Completing the purchase process.
- ii. Clicking "I Agree" or a similar button during registration or payment.
- iii. Accessing or using the Software after reviewing these Terms.

Scope of Acceptance:

These Terms apply universally to all users, whether as an individual, an organization, or an authorized representative of an entity.

Understanding and Agreement

- i. You are responsible for ensuring that you have read and fully understood the provisions of these Terms.
- ii. If you do not understand any section, it is your responsibility to contact EA Converters for clarification before proceeding.

Agreement to Updates:

EA Converters reserves the right to modify these Terms as necessary to reflect changes in our services, applicable laws, or operational requirements.

By continuing to use the Software after such changes are made, you signify your acceptance of the updated Terms.

It is your responsibility to review these Terms periodically to stay informed about updates.

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Disagreement with Terms:

If you do not agree to these Terms or any subsequent modifications, you must:

- i. Cease using the Software immediately.
- ii. Contact EA Converters to resolve any concerns or request clarification.

Conditions of Use

By accepting these Terms, you agree to:

- i. Use the Software exclusively for lawful purposes.
- ii. Avoid any activities that may infringe on the rights of EA Converters, other users, or third parties.
- iii. Adhere to all licensing restrictions, usage limitations, and guidelines outlined in the Software's documentation.

Failure to comply with these conditions may result in termination of your access to the Software and additional legal consequences.

Representations and Warranties

You represent and warrant that:

- i. All information provided to EA Converters during the subscription or registration process is accurate, complete, and up-to-date.
- ii. You will not use the Software in violation of any applicable laws or regulations.
- iii. You have obtained all necessary permissions and authorizations to use the Software on behalf of any third-party organization or entity, if applicable.

Software Payment

EA Converters provides access to its proprietary software, EA Converter (the "Software"), through a once-off payment model. This section outlines the terms and conditions governing the payment process and related aspects.

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Payment Structure

Once-Off Payment:

The Software is offered under a one-time payment model. No recurring fees, subscriptions, or renewals are required unless otherwise stated for specific additional features or services.

Pricing:

The price for the Software is clearly indicated at the time of purchase.

All prices are in the specified currency and exclude applicable taxes or additional charges, unless explicitly stated.

Payment Confirmation:

Upon successful payment, you will receive a confirmation email or receipt as proof of purchase.

This confirmation also serves as authorization to access and use the Software.

Payment Methods

EA Converters accepts various payment methods, including:

- i. Credit or debit cards.
- ii. Digital payment platforms (e.g., PayPal or equivalent).
- iii. Bank transfers, if explicitly permitted.

Authorization:

By providing payment information, you represent and warrant that you:

- i. Are authorized to use the selected payment method.
- ii. Have sufficient funds or credit available to complete the transaction.

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Third-Party Processors:

Payments may be processed through third-party payment platforms. EA Converters is not responsible for errors, delays, or unauthorized transactions caused by these platforms.

Taxes and Fees

Taxes:

All applicable taxes, including value-added tax (VAT), sales tax, or other governmental fees, are your responsibility unless explicitly included in the purchase price.

Currency Conversion and Fees:

If payment is made in a currency other than your local currency, additional conversion fees or bank charges may apply. These are not controlled or influenced by EA Converters.

Non-Payment or Failed Transactions

Failed Payments:

If your payment is declined or fails for any reason, you will not gain access to the Software.

EA Converters reserves the right to suspend or cancel any pending orders until payment issues are resolved.

Chargebacks or Disputes:

If a chargeback or payment dispute is initiated, EA Converters reserves the right to:

- i. Temporarily or permanently suspend your access to the Software.
- ii. Recover the owed amount through legal or collection actions, including any associated costs.

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Secure Transactions:

All payment transactions are conducted using secure encryption technologies to protect your financial information.

EA Converters does not store sensitive payment details (e.g., full card numbers) on its systems.

Fraud Prevention:

EA Converters actively monitors and mitigates fraudulent activity. Transactions flagged as suspicious may require additional verification or may be declined.

Amendments to Pricing

Changes to Price:

EA Converters reserves the right to change the price of the Software at its sole discretion.

Any changes to pricing will not affect completed purchases made before the change.

Discounts and Promotions:

Any promotional pricing or discounts will be clearly communicated and may be subject to additional terms and conditions.

Discounts cannot be retroactively applied to completed purchases.

Confirmation and Access

Purchase Confirmation:

Upon successful payment, you will receive:

- i. An email confirming your transaction.
- ii. A license key or access instructions to download and activate the Software.

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Delivery Timeframe:

Most purchases grant immediate access to the Software. However, delays may occur due to technical or administrative reasons. If access is delayed, contact support@ea-converter.com for assistance.

Access and Usage

This section defines the terms under which you, the Subscriber or User, are granted access to and permitted to use the EA Converter Software (the “Software”). It also outlines your responsibilities and restrictions related to the Software’s usage.

Access to the Software

Grant of License:

Upon successful payment, EA Converters grants you a non-exclusive, non-transferable license to access and use the Software in accordance with the terms specified in these Terms and Conditions.

The license allows you to use the Software solely for personal or business purposes as described in the Software’s documentation, and you may not share, distribute, or sublicense the Software to others.

Duration of Access:

Your access to the Software is granted for the duration of your subscription or as specified by the one-time purchase terms, unless terminated earlier in accordance with these Terms.

You may not transfer or assign your license to access the Software to any other person or entity without prior written consent from EA Converters.

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Activation and Registration:

Upon purchase, you will receive a unique activation key or registration credentials that allow you to access and activate the Software.

You are responsible for securely storing your activation key and ensuring that no unauthorized party uses your key to access the Software.

Usage Restrictions

Permitted Use:

You may use the Software solely for lawful purposes and in accordance with its intended functionality as described in the Software documentation.

You may install the Software on a reasonable number of devices as permitted by the license, and use it for the specific purposes authorized in the documentation.

Prohibited Use:

You are expressly prohibited from engaging in any of the following activities:

Reverse Engineering: Attempting to decompile, disassemble, or otherwise reverse-engineer the Software or any part thereof.

Unauthorized Modifications: Modifying, adapting, translating, or creating derivative works of the Software without explicit written permission from EA Converters.

Reselling: Reselling, distributing, or leasing the Software to third parties, whether for profit or otherwise.

Unauthorized Access: Using the Software to access, attempt to access, or interfere with EA Converters' systems, networks, or other users' accounts.

Use in Violation of Law: Using the Software for any illegal or unethical purpose, including but not limited to violating intellectual property rights, privacy laws, or other applicable legal regulations.

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Network Usage:

If the Software allows access through a network or over the internet, you may not interfere with or disrupt the network, nor may you attempt unauthorized access to other users' data or systems.

Third-Party Software:

The Software may interact with third-party software or services. You agree to use such third-party software in compliance with their respective terms and conditions. EA Converters is not responsible for any issues or damages arising from third-party software integrations.

User Responsibilities

Account and Security:

You are responsible for maintaining the confidentiality of your account, login credentials, and any other secure access information.

You agree to promptly notify EA Converters of any unauthorized use of your account or any breach of security that you suspect or become aware of.

Compliance with Laws:

You agree to comply with all applicable local, state, and international laws and regulations in connection with your use of the Software.

This includes compliance with laws related to data protection, intellectual property, and export control.

Maintenance of Equipment:

You are responsible for ensuring that your devices, operating systems, and any necessary software meet the technical requirements needed to run the Software.

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You must also maintain proper internet connectivity (if applicable) for the Software to function as intended.

Updates and Upgrades

Software Updates:

EA Converters may, at its discretion, release updates, upgrades, patches, or new versions of the Software to fix bugs, improve functionality, or introduce new features.

Updates may be offered to you automatically or upon request. However, you are not obligated to install updates.

If you fail to install updates, certain features of the Software may not function properly, or security vulnerabilities may not be addressed.

Version Compatibility:

The Software may be updated or upgraded in a manner that affects compatibility with older versions. EA Converters does not guarantee backward compatibility and reserves the right to discontinue support for older versions after a new version is released.

Restrictions on Use of Content

Ownership of Content:

You acknowledge that the Software, including all intellectual property rights associated with it (such as code, design, and documentation), is owned by EA Converters or its licensors.

You agree not to use the Software in a way that violates EA Converters' or third-party rights.

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User-Generated Content:

If the Software allows you to create, upload, or share content (e.g., data files, designs, etc.), you retain ownership of any user-generated content you create, subject to EA Converters' rights to use that content as needed for the operation and improvement of the Software.

You grant EA Converters a license to use, store, and modify your content as necessary to provide the Software's services, in accordance with applicable privacy policies.

Termination of Access

Termination by EA Converters:

EA Converters reserves the right to suspend or terminate your access to the Software at its discretion, including, but not limited to, the following circumstances:

- i. Violation of these Terms and Conditions.
- ii. Fraudulent or abusive activity.
- iii. Failure to pay applicable fees or charges.
- iv. Legal or regulatory requirements.

Termination by User:

You may terminate your access to the Software at any time by following the cancellation instructions provided in the user interface or by contacting EA Converters.

Upon termination, you must cease using the Software and uninstall it from your devices.

Effects of Termination:

Upon termination, any outstanding fees, obligations, or charges owed by you will remain due.

EA Converters may revoke your access to the Software, including any licenses or activation keys, and you will no longer be entitled to use the Software.

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Support and Maintenance

Customer Support:

EA Converters may offer customer support and maintenance services for the Software, as described in separate agreements or policies.

Support may include troubleshooting, bug fixes, or assistance with installation and usage, but is not guaranteed beyond what is outlined in the support agreement.

Exclusions from Support:

Support is not provided for issues resulting from misuse, unauthorized modifications, or failure to comply with the Software's technical requirements.

Maintenance and Updates

Software Updates:

EA Converters may provide periodic software updates to address bugs, improve functionality, enhance security, or introduce new features.

Updates will be made available to users who have a valid subscription or license for the Software.

The user is encouraged to install updates promptly to ensure continued access to the latest features and security enhancements.

Maintenance Windows:

EA Converters may occasionally schedule maintenance for the Software, which may result in temporary unavailability or disruption of service.

Maintenance will be scheduled outside of peak usage hours whenever possible, and users will be notified in advance of any planned downtime.

In the event of unplanned outages or issues, EA Converters will work to resolve the problem as quickly as possible.

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Security Updates:

EA Converters will address critical security vulnerabilities in the Software through patches or updates. Users will be notified of security-related updates, which should be installed as soon as they become available.

EA Converters is not liable for any damages or losses resulting from a failure to install security updates in a timely manner.

Limitations of Support and Maintenance

Scope of Support:

Support provided by EA Converters is limited to issues related directly to the functionality and operation of the Software.

Support will not include assistance for third-party software, hardware configurations, or any other external systems that the Software interacts with unless explicitly covered in the Software documentation.

EA Converters is not responsible for support related to issues caused by:

- i. Improper usage of the Software.
- ii. Unauthorized modifications.
- iii. External factors like hardware malfunctions, internet connectivity issues, or network problems.

No Obligation to Provide New Features:

EA Converters is not obligated to add new features, functionality, or updates to the Software beyond those outlined in the documentation or as part of any additional support agreements.

While EA Converters may offer feature requests as part of its roadmap, no new features or enhancements are guaranteed as part of support or maintenance.

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Exclusions:

EA Converters does not provide support for software issues caused by:

- i. User actions, including accidental deletion or corruption of data.
- ii. Use of the Software in environments or configurations that do not meet the minimum technical requirements.
- iii. Third-party modifications, unauthorized software integrations, or external systems not supported by EA Converters.

User Responsibilities for Support

Providing Necessary Information:

To facilitate a timely resolution of any support requests, you agree to provide complete and accurate information about the issue you are experiencing. This may include:

- i. Detailed description of the problem.
- ii. Steps taken to replicate the issue.
- iii. Screenshots or error messages (if applicable).
- iv. Information about your operating system, hardware, or other relevant system details.

Cooperation During Troubleshooting:

You agree to cooperate with EA Converters' support team during troubleshooting or diagnostic activities. This may include providing remote access to your system (with your consent), running diagnostic tools, or reinstalling the Software as instructed.

You must also promptly respond to any follow-up inquiries from EA Converters' support team.

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Limitations of Liability for Support and Maintenance

No Guarantee of Resolution:

While EA Converters will make reasonable efforts to resolve all support issues, there is no guarantee that every issue will be fully resolved, especially if the issue is related to user error, third-party software, or hardware incompatibility.

EA Converters is not liable for any damages, losses, or costs incurred as a result of support delays, incomplete resolutions, or unavailability of the Software during maintenance periods.

No Liability for Third-Party Software:

EA Converters is not responsible for the operation, availability, or support of third-party software that interacts with the Software. Any issues arising from third-party software integrations or services are outside the scope of EA Converters' support obligations.

Contact Information for Support

For any support-related queries or issues, please contact EA Converters at:

Email: support@ea-converter.com

Termination

This section outlines the conditions under which your access to the Software and subscription may be terminated, either by you or by EA Converters. It also specifies the consequences of termination, including your rights and obligations upon the termination of the agreement.

Termination by the User

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Right to Cancel Subscription:

As a Subscriber, you have the right to cancel your subscription at any time, subject to the terms outlined in these Terms and Conditions.

Cancellation may be initiated by following the instructions provided by EA Converters, typically via the user account dashboard, support portal, or by contacting customer support directly.

If you cancel the subscription prior to the end of the subscription term, no refunds will be provided for unused portions of the subscription, except as provided under the Refund Policy section.

Effect of Termination by the User:

Upon cancellation or termination of your subscription, you must immediately cease using the Software and uninstall it from all devices.

You will lose access to all Software features, updates, and support services effective as of the termination date.

Any outstanding fees or charges for services rendered up until the termination date remain due and payable.

Termination by EA Converters

Grounds for Termination by EA Converters:

EA Converters reserves the right to terminate your access to the Software under the following circumstances:

Violation of Terms: If you breach any material term of these Terms and Conditions, including but not limited to misuse, unauthorized access, or non-payment.

Non-Payment: Failure to pay any required fees within the specified time frame, or failure to maintain a valid payment method.

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Fraudulent or Abusive Behavior: Engaging in activities that are deemed fraudulent, abusive, or unethical, including but not limited to attempts to circumvent licensing restrictions, reverse engineering, or any illegal activities.

Legal Requirements: If EA Converters is required to terminate your access to comply with applicable laws, court orders, or government regulations.

Security Risks: If your use of the Software poses a significant security risk, such as infecting the Software or network with malware, viruses, or other harmful software.

Other Reasons: EA Converters may terminate your subscription for any other reason that it deems necessary, at its discretion.

Process of Termination by EA Converters:

EA Converters will provide you with notice of termination, typically via email or through the Software, explaining the reasons for the termination and the effective date of the termination.

In cases of violation of these Terms and Conditions, EA Converters may provide you with a reasonable period to remedy the violation before proceeding with termination.

If the termination is due to non-payment or fraud, access to the Software may be immediately suspended without notice, and the termination will be effective immediately.

Immediate Suspension of Access

In certain cases, EA Converters may immediately suspend your access to the Software without prior notice, including but not limited to the following:

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Security Concerns: If your account is suspected of being compromised, or if there are concerns regarding the security or integrity of the Software or its data.

Violation of Terms: If EA Converters determines that there has been a serious or ongoing breach of these Terms and Conditions.

Payment Issues: If a payment fails or is disputed and cannot be resolved in a reasonable period.

Suspension of access is considered a temporary measure pending further investigation or resolution. If the issue is not resolved, your access to the Software may be terminated in accordance with these Terms and Conditions.

Consequences of Termination

Access Revocation:

Upon termination, whether initiated by you or EA Converters, you will lose all access to the Software, including any updates, new features, or support services, effective immediately upon termination.

If you have a subscription, your subscription period will end on the termination date, and you will no longer be entitled to access or use the Software.

Return or Destruction of Software:

Upon termination, you agree to uninstall and destroy all copies of the Software in your possession, including any backups or archived copies.

If the Software was provided in physical form (e.g., on a disc or other medium), you must return or destroy the physical media.

You may be required to certify that you have complied with these obligations, upon request by EA Converters.

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Outstanding Payments:

You remain responsible for the payment of any outstanding fees, charges, or other amounts due up to the date of termination.

Any subscription fees or charges paid in advance will not be refunded, except in the case where the termination is due to EA Converters' breach of these Terms and Conditions, as described in the Refund Policy.

User-Generated Content:

Upon termination, any content that you have created or uploaded within the Software may be deleted or rendered inaccessible. EA Converters is not obligated to retain or provide access to user-generated content after termination, unless required by law.

If you require copies of user-generated content, it is your responsibility to download and backup such content before termination takes effect.

Survival of Terms

Certain provisions of these Terms and Conditions will survive the termination of your subscription, including but not limited to:

Confidentiality and Privacy Obligations: Any obligations relating to confidentiality or the protection of personal data.

Liability and Indemnification: Any liabilities incurred prior to the termination date and indemnification obligations.

Ownership and Intellectual Property: EA Converters' ownership rights to the Software and its intellectual property will continue, regardless of termination.

Governing Law and Dispute Resolution: Provisions related to governing law and dispute resolution will continue to apply after termination.

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Termination Rights in Case of Breach of Law

If EA Converters is required by law, regulation, or court order to terminate your access to the Software, EA Converters may terminate the agreement immediately without notice or further liability. This includes, but is not limited to, cases where:

- i. You are involved in illegal activity while using the Software.
- ii. You violate any laws that would expose EA Converters to legal liability or damage its reputation.

In such cases, EA Converters will not be liable for any loss or damages resulting from the termination.

Termination for Convenience

EA Converters reserves the right to terminate this agreement for convenience, with or without cause, by providing you with prior written notice. In such a case, you will be entitled to a pro-rata refund of any prepaid subscription fees if applicable, in accordance with the Refund Policy.