End User License Agreement (Terms of Use)

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This End User License Agreement ("License Agreement") applies to all versions of the following applications, whether running on iOS, iPadOS, Mac or any other platform, and their websites, products and related services: The Audio Converter, The Document Converter, The Ebook Converter, The Image Converter, The Vector Converter, The Video Converter and The File Converter (each an "App" or "Application", together the "Apps" or the "Converter Suite").

The Converter Suite apps are licensed to You (End-User) by Float Tech LLC (hereinafter: Licensor) for use only under the terms of this License Agreement.

By downloading the Application from the Apple App Store, and any update thereto (as permitted by this License Agreement), You indicate that You agree to be bound by all of the terms and conditions of this License Agreement, and that You accept this License Agreement.

The parties of this License Agreement acknowledge that Apple is not a party to this License Agreement and is not bound by any provisions or obligations with regard to the Application, such as warranty, liability, maintenance and support thereof. Float Tech LLC, not Apple, is solely responsible for the licensed Application and the content thereof.

This License Agreement may not provide for usage rules for the Application that are in conflict with the latest App Store Terms of Service. Float Tech LLC acknowledges that it had the opportunity to review said terms and that this License Agreement does not conflict with them.

All rights not expressly granted to You are reserved.

1. The Application

The Application is software that converts files from one format to another. Some conversions run on Your device; others are sent over an encrypted connection to Licensor's conversion service and its conversion partners, as described in the Privacy Policy.

2. Scope of License

2.1 You are given a non-transferable, non-exclusive, non-sublicensable license to install and use the licensed Application on any Apple-branded products that You (End-User) own or control and as permitted by the Usage Rules set forth in this section and the App Store Terms of Service, with the exception that such licensed Application may be accessed and used by other accounts associated with You (End-User, the Purchaser) via Family Sharing or volume purchasing.

2.2 This license will also govern any updates of the Application provided by Licensor that replace, repair and/or supplement the first Application, unless a separate license is provided for such update, in which case the terms of that new license will govern.

2.3 You may not reverse engineer, translate, disassemble, decompile, integrate, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Application, or any part thereof (except with Float Tech LLC's prior written consent).

2.4 You may not copy (excluding when expressly authorized by this license and the Usage Rules) or alter the Application or portions thereof. You may create and store copies only on devices that You own or control for backup keeping under the terms of this license, the App Store Terms of Service, and any other terms and conditions that apply to the device or software used. You may not remove any intellectual property notices. You acknowledge that no unauthorized third parties may gain access to these copies at any time.

2.5 Licensor reserves the right to modify the terms and conditions of licensing. Changes apply from the date shown at the top of this License Agreement.

2.6 Nothing in this license should be interpreted to restrict third-party terms. When using the Application, You must ensure that You comply with applicable third-party terms and conditions.

3. Premium Pass, Purchases and Subscriptions

3.1 The Application can be used for free within limits shown in the Application, such as the number of conversions, the file size and the available output formats. Premium Pass removes these limits. It is offered as an auto-renewable subscription (for example, monthly), sometimes with a free trial, and as a one-time Lifetime Pass. The products, prices and any free trial are shown in the Application before You buy.

3.2 Payment is charged to Your Apple Account at confirmation of purchase. A subscription automatically renews for the same period and price unless it is canceled at least 24 hours before the end of the current period. Your account is charged for renewal within 24 hours before the end of the current period. You can manage and cancel subscriptions in Your App Store account settings after purchase. If a free trial is offered, any unused portion of it is forfeited when You purchase a subscription.

3.3 All purchases are processed by Apple under the App Store Terms of Service. Refund requests are handled by Apple. You can restore earlier purchases on any device signed in with the same Apple Account with "Restore Purchases" in the Application.

3.4 Licensor may change the free limits, the features of Premium Pass and the available formats in future versions of the Application. A Lifetime Pass You have bought continues to unlock Premium Pass in the Application for as long as Licensor offers the Application.

4. Your Files

4.1 You keep all rights to the files You convert. Licensor claims no ownership of them and uses them only to perform the conversion You request, as described in the Privacy Policy.

4.2 You may only convert files that You have the right to use and convert. You may not use the Application to convert content in violation of copyright or other rights of third parties, or for any unlawful

purpose. Licensor may block file types that are commonly used to infringe copyright.

4.3 Conversions depend on file contents, formats and third-party conversion services, and not every file can be converted, or converted without changes to its layout or quality. Keep a copy of Your original files.

5. Technical Requirements

5.1 Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

6. Maintenance and Support

6.1 Licensor is solely responsible for providing any maintenance and support services for this licensed Application. You can reach Licensor at support@float.support or at the email address listed in the App Store overview for this licensed Application.

6.2 Float Tech LLC and the End-User acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the licensed Application.

7. Use of Data

You acknowledge that Licensor will be able to access and adjust Your downloaded licensed Application content and Your personal information, and that Licensor's use of such material and information is subject to Your legal agreements with Licensor and Licensor's Privacy Policy, linked in the Application and on its App Store page (for example, https://float.support/the-image-converter/privacy).

8. Liability

8.1 Licensor takes no accountability or responsibility for any damages caused due to a breach of duties according to Section 2 of this License Agreement. To avoid data loss, You are required to make use of backup functions of the Application, and of Your device, to the extent allowed by applicable third-party terms and conditions of use. You are aware that in case of alterations or manipulations of the Application, You will not have access to the licensed Application.

9. Warranty

9.1 Licensor warrants that the Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download. Licensor warrants that the Application works as described in the user documentation.

9.2 No warranty is provided for the Application that is not executable on the device, that has been modified without authorization, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, regardless of whether by Yourself or by third parties, or if there are any other reasons outside of Float Tech LLC's sphere of influence that affect the executability of the Application.

9.3 You are required to inspect the Application immediately after installing it and notify Float Tech LLC about issues discovered without delay by email to the address in Section 12. The defect report will be taken into consideration and further investigated if it has been mailed within a period of 30 days after discovery.

9.4 If we confirm that the Application is defective, Float Tech LLC reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

9.5 In the event of any failure of the Application to conform to any applicable warranty, You may notify the App Store operator, and Your Application purchase price will be refunded to You. To the maximum extent permitted by applicable law, the App Store operator will have no other warranty obligation whatsoever with respect to the Application, and any other losses, claims, damages, liabilities, expenses and costs attributable to any failure to conform to any warranty will be Float Tech LLC's sole responsibility.

9.6 If the user is an entrepreneur, any claim based on faults expires after a statutory period of limitation amounting to twelve (12) months after the Application was made available to the user. The statutory periods of limitation given by law apply for users who are consumers.

10. Product Claims

Float Tech LLC and the End-User acknowledge that Float Tech LLC, and not Apple, is responsible for addressing any claims of the End-User or any third party relating to the licensed Application or the End-User's possession and/or use of that licensed Application, including, but not limited to:

(i) product liability claims;

(ii) any claim that the licensed Application fails to conform to any applicable legal or regulatory requirement; and

(iii) claims arising under consumer protection, privacy, or similar legislation.

11. Legal Compliance

You represent and warrant that 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 that You are not listed on any U.S. Government list of prohibited or restricted parties.

12. Contact Information

For general inquiries, complaints, questions or claims concerning the licensed Application, please contact:

Float Tech LLC
support@float.support

13. Termination

The license is valid until terminated by Float Tech LLC or by You. Your rights under this license will terminate automatically and without notice from Float Tech LLC if You fail to adhere to any term(s) of this license. Upon license termination, You shall stop all use of the Application, and destroy all copies, full or partial, of the Application.

14. Third-Party Terms of Agreements and Beneficiary

Float Tech LLC represents and warrants that Float Tech LLC will comply with applicable third-party terms of agreement when using the licensed Application.

In accordance with Section 9 of the "Instructions for Minimum Terms of Developer's End-User License Agreement," Apple and Apple's subsidiaries shall be third-party beneficiaries of this License Agreement and, upon Your acceptance of the terms and conditions of this License Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this License Agreement against You as a third-party beneficiary thereof.

15. Intellectual Property Rights

Float Tech LLC and the End-User acknowledge that, in the event of any third-party claim that the licensed Application or the End-User's possession and use of that licensed Application infringes on the third party's intellectual property rights, Float Tech LLC, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.

16. Applicable Law

This License Agreement is governed by the laws of the State of New Jersey, excluding its conflicts of law rules.

17. Miscellaneous

17.1 If any of the terms of this License Agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

17.2 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.