

TERMS AND CONDITIONS OF USE OF INAVII APPLICATION

Inavii is a WordPress software plugin designed to integrate WordPress with the user's Instagram account for the purpose of allowing the user to download data from Instagram and publish it within its WordPress-based site. Please read these terms carefully. The Terms set forth the terms and conditions governing your use of the Application, including the licensing and privacy terms. The Application is protected by copyright, intellectual property law and other applicable mandatory laws. You may use the Application on the basis of the license terms set out in this document. The form of these terms and conditions is to provide general terms and conditions for the use of the Application. These terms and conditions, if you decide to use the Application, govern in particular your use of the Application, including our liability.

1) DEFINITIONS

1. Terms used in this document have the following meanings:

a. **APPLICATION, INAVII** – Service Provider's software / plug-in for WordPress software provided in accordance with these Terms and Conditions of Use and designed to integrate WordPress with User's Instagram account for the purpose of enabling User to download data from Instagram and publish it within a WordPress-based site.

b. **DOCUMENTATION** – a description of the functionalities, capabilities, operating rules, services and other features of the Application, available on the Application Site.

c. **GNU GENERAL PUBLIC LICENSE** – the GNU General Public License version 3 or later as published by the Free Software Foundation, Inc. and available at <https://www.gnu.org/licenses/licenses.html>

d. **INSTAGRAM** – an online social network, available at <https://www.instagram.com/>, linked to a mobile application of the same name, that allows its users to add and edit photos and videos, apply digital filters to them, and share them within and outside the site and application.

e. **GDPR REGULATION** – regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation). Official text of the GDPR Regulation: <https://eur-lex.europa.eu/legal-content/PL/TXT/?url=CELEX%3A32016R0679>

f. **APPLICATION WEBSITE** – the website available at: <https://www.inavii.com/> which contains information about Inavii including Documentation.

g. **USER** –

(1) a natural person with full capacity to perform legal actions, and in cases provided for by generally applicable regulations also a natural person with limited capacity to perform legal actions;

(2) a legal person; or

(3) an organizational unit without a legal personality, which is granted legal capacity by the Act; - using or intending to use the Application.

h. **SERVICE PROVIDER, SERVICE PROVIDER, CONTROLLER** – WEB-HERO Tomasz Kutra, registered in The Central Register and Information about Economic Activity of the Republic of Poland, led by the minister proper for economy, having the address of the place of activity and address for delivery: Bilsko 294, 33-314 Łososina Dolna, Poland, NIP (tax identification number) 7343056245, REGON (statistical number) 367878988, e-mail address: support@inavii.com.

i. **WORDPRESS** – a software / content management system (CMS) designed primarily for blogs and websites,

distributed under the GNU General Public License and available free of charge. Detailed information about this system is available on its website at: <https://wordpress.org/>

j. **TERMS AND CONDITIONS OF USE** – these terms and conditions of use for the Application. **2)**

GENERAL TERMS AND CONDITIONS OF USE OF THE APPLICATION

1. The Application can be used by each User on the conditions indicated in the Terms and Conditions of Use. A detailed description of the Application functionality and the operating rules is available within the messages, guidelines and information displayed when using the Application, as well as in the Documentation available on the Application Website.
2. The User, when he/she decides to use the Application for the first time, becomes bound by a service agreement with the Service Provider for the use of the Application under the terms of these Terms and Conditions of Use.
3. The Application has been created and made available by the Service Provider in order to extend the functionality of the WordPress software. By voluntarily deciding to use the Application, the User agrees that the functionalities of the Application involve an intrusion into the WordPress software, which consists in the possibility of the User downloading, to the extent specified by the User, information and data available within Instagram.
4. The User shall use the Application in accordance with its intended use, these Terms, the Documentation and in a manner consistent with the law and good morals, bearing in mind the respect for the personal rights and copyrights and intellectual property of the Service Provider, other Users and third parties, including the User, when using the Application, shall not violate the terms of use of WordPress and Instagram.
5. The User shall be obliged to enter data consistent with the actual state. The User is obliged not to deliver illegal contents via the Application.
6. The following technical requirements must be met to properly launch and use the Application: (1) computer, laptop or other multimedia device with Internet access; (2) WordPress installed; (3) User's account on Instagram; (4) current version web browser: Mozilla Firefox; Google Chrome; Safari; Microsoft Edge; (5) enable JavaScript and Cookies in your web browser. This section of the Terms and Conditions of Use is without prejudice to any additional requirements that may arise from the terms of use of WordPress, or Instagram.

3) DETAILED TERMS AND CONDITIONS OF USE OF THE APPLICATION

1. The Application is available for download exclusively from the official WordPress repository available at <https://wordpress.org/>.
2. In order to start using the Application, the User must first download the Application, install it within the User's WordPress, and properly integrate the Application with the User's Instagram account in accordance with the Documentation and the WordPress and Instagram terms of use.
3. The costs of data transmission during the use of the Application shall be covered by the User on his/her own pursuant to an agreement concluded with an entity providing such services.
4. The User is responsible for keeping their WordPress and Application up-to-date (if the Service Provider releases an update).
5. Access to the Application is free of charge, provided that the Service Provider also provides the option to purchase a paid subscription to the Application that includes additional support and features of the Application in accordance with the terms and conditions stated on the Application Site.

6. The purchase of a paid subscription to the Application is available through the Freemius service available at <https://freemius.com/> and in accordance with the terms and conditions of this service. All payments for the purchase of subscriptions shall be made through the Freemius service and in accordance with the payment methods and terms available there.

7. The Application is built to be "read-only" and therefore is not able to publish any data or edit any data on social media platforms. The Application is designed to only display certain social media content and is not able to publish to any social media platforms or access your account other than in a "read-only" mode.

8. The User may stop using the Application at any time and without giving any reason by uninstalling it from WordPress.

4) LIABILITY OF THE SERVICE PROVIDER

1. The Service Provider makes reasonable efforts to make the use of the Application clear and understandable to Users, but cannot guarantee that the User will be able to operate the Application independently or that the Application will prove useful in achieving the objectives expected by the User. The Service Provider provides the Application as delivered and does not make any implied or explicit warranties as to its suitability for any particular use, which does not exclude or limit the liability of the Service Provider to the consumer for improper performance as provided by mandatory legal provisions.

2. The Service Provider informs that using the Application involves risks. The main risk for any user of computer software, including software running in the cloud and using an Internet connection similar to the Provider's Application, is the possibility of "infecting" the data communication system with various types of software created primarily to cause damage, in particular computer viruses such as "worms" or "Trojan horses". In order to avoid the risks associated with this, the User is advised to equip his device, which he uses to start the Application, with an anti-virus program and to keep it constantly updated, and to install the latest versions of the Application and the operating system of his terminal device.

5) CONTACT WITH THE SERVICE PROVIDER

1. The main form of ongoing remote communication with the Service Provider is e-mail (e-mail address: support@inavii.com), through which you can exchange information with the Service Provider on the use of the Application and obtain technical assistance on the functioning of the Application.

2. Due to the international nature of the Application, the Service Provider advises Users who wish to contact it to formulate all requests and statements in English - this will make it easier and faster to receive a response from the Service Provider.

6) COMPLAINTS ABOUT THE APPLICATION

1. The basis and extent of the Service Provider's liability for the operation of the Application in respect of the User shall be governed by generally applicable provisions of Polish law, in particular the Act of 23 April 1964. - Civil Code (Journal of Laws 1964 No. 16, item 93, as amended). The User may submit complaints relating to the functioning of the Application, for example, by e-mail (e-mail address: support@inavii.com).

2. The liability of the Service Provider for the performance of the Application is without prejudice to the liability of the service provider of Freemius with respect to the distribution of paid subscriptions to the Application and the refund of payments, which is subject to separate provisions in the Freemius terms and conditions available at the following web address <https://freemius.com/>.

3. The Service Provider recommends that the description of each complaint should include: (1) information and circumstances regarding the subject matter of the complaint, particularly the type and date of the irregularity; (2) the User's claim; and (3) the contact information of the complainant - this will facilitate and expedite the

processing of the complaint by the Service Provider. The requirements specified in the preceding sentence are in the form of a recommendation only and do not affect the effectiveness of complaints submitted without the recommended description of the complaint, but may affect the Service Provider's final decision as to the validity of the claim.

4. The Service Provider will respond to the complaint immediately, but no later than within 30 calendar days of its submission.

7) BREAKS AND TECHNICAL FAILURES

1. The Service Provider makes every effort to ensure the correct and uninterrupted functioning of the Application. However, due to the complexity and sophistication of the Application, as well as to external factors beyond the Service Provider's control (e.g. DDOS (distributed denial of service) attacks), it is possible that errors and technical failures will occur that prevent or limit in any way the functioning of the Application. In such a case, the Service Provider shall take all possible and reasonable steps to ensure that the negative effects of such events are reduced to the greatest possible extent.

2. In addition to breaks due to errors and technical failures, other technical breaks may occur during which the Service Provider takes steps to develop the Applications and to secure them against errors and technical failures.

3. The Service Provider plans technical breaks in such a way that they are as little inconvenient for the Users as possible, in particular that they are planned for the night hours and only for the time necessary to perform the necessary actions by the Service Provider.

4. The Service Provider shall not be liable to the User for damages and non-fulfillment of obligations resulting from any errors and technical failures and technical interruptions referred to in this paragraph of the Terms and Conditions of Use.

5. This section of the Terms and Conditions of Use does not exclude or limit the rights of a User who is a consumer, as provided by law, in particular the Service Provider's liability for damages caused to the consumer.

8) LICENSE TO USE THE APPLICATION

1. The copyrights and intellectual property rights in the Application as a whole and in its individual elements, including the contents, graphics, works, designs and signs available therein, belong to the Service Provider or to other authorized third parties authorized by the Service Provider and are protected by the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws 1994 No 24, item 83, as amended) and other provisions of generally applicable law. The protection granted to the Application covers all forms of its expression. Certain elements of the Application, the copyrights to which are held by third parties with respect to the Provider, may have separate license conditions, which the User shall read and comply with during the use of the Application.

2. The User using the Application does not acquire any copyrights in the Application. The User is granted a license, subject to the terms and conditions of these Terms of Use, which entitles him to use the Application in a manner consistent with its intended purpose, with these Terms and Conditions of Use and in a manner consistent with the law and morality, with due regard for the personal rights, personal data, copyrights and intellectual property of the Service Provider, other Users and third parties.

3. The Application is licensed under the terms of the GNU GENERAL PUBLIC LICENSE (GNU General Public License) version 3 or later as published by the Free Software Foundation, Inc. The full license is available at <https://www.gnu.org/licenses/licenses.html> and the license version 3 is attached to these Terms and Conditions of Use.

4. The Application is a free software: the User may redistribute it and/or modify it under the terms of the GNU GENERAL PUBLIC LICENSE, - according to version 3 of this license or (at the User's option) any later version.

5. This Application is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, not even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR USE. Please consult the GNU GENERAL PUBLIC LICENSE for more information.

6. Service Provider's and third parties' trademarks should be used in accordance with applicable law.

9) CONSUMER'S RIGHT OF WITHDRAWAL

1. This section of the Terms and Conditions of Use applies only to Users who are consumers and to contracts for the provision of services concluded by them remotely with the Service Provider.

2. The right of withdrawal from the contract concluded remotely does not apply to, among others, agreements: (1) for the provision of services, if the Service Provider has performed the service in full with the express consent of the consumer, who has been informed before the performance of the service that after the performance by the Service Provider he will lose the right to withdraw from the contract; and (2) for the supply of digital content that is not recorded on a tangible medium, if the performance has begun with the express consent of the consumer before the expiry of the deadline for withdrawal and after the Service Provider has informed him about the loss of the right to withdraw from the contract.

3. Subject to sec. 9.2 of the Terms and Conditions of Use, a consumer who has concluded a remote contract may, within 14 calendar days, withdraw from that agreement without giving any reason and without incurring costs, subject to the costs referred to in the next sentence. In the case of a contract for the provision of services, the performance of which - at the express request of the consumer - began before the expiry of the withdrawal period, the consumer who exercises his right to withdraw from the contract after having made such a request, is obliged to pay for the services performed until the withdrawal from the contract. The payment amount shall be calculated in proportion to the extent of the performance, taking into account the price or remuneration agreed in the contract. If the price or remuneration is excessive, the basis for calculating this amount shall be the market value of the performance.

4. In order to meet the withdrawal deadline it is sufficient to send the statement before its expiry. The user may also use the model withdrawal form attached as Appendix 2 to the Consumer Rights Act, but it is not obligatory.

5. The period for withdrawal from the service contract starts from the day of conclusion of the contract.

10) NON-JUDICIAL METHODS OF DEALING WITH COMPLAINTS

1. This section of the Terms and Conditions of Use applies only to Users who are consumers.

2. Detailed information about the consumer's possibilities of using non-judicial complaint and redress procedures, as well as the rules of access to these procedures, are available at the headquarters and on the websites of relevant government institutions and social organizations responsible for protecting the rights and interests of consumers in their countries of residence.

3. The Service Provider informs that in the territory of the Republic of Poland, consumers can look for information about possible non-judicial methods of dealing with complaints and pursuing claims in the offices and on the websites of, among others, district (city) consumer ombudsmen, Provincial Commercial Inspection Inspectorates and the Office of Competition and Consumer Protection (http://www.uokik.gov.pl/spory_konsumentekie.php and http://www.uokik.gov.pl/wazne_adresy.php).

4. A platform for online dispute resolution between consumers and traders at EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and traders seeking to resolve out-of-court a dispute concerning contractual obligations arising from an online sales or service contract.

11) ADDITIONAL PROVISIONS CONCERNING ENTREPRENEURS

1. The following additional contractual provisions apply only to entrepreneurs and other Users who do not act as consumers in the Application (i.e. who use the Application in connection with their commercial or professional activity and whose use is of a professional nature).
2. The Service Provider has the right to withdraw from the contract concluded with the User who is not a consumer within 14 calendar days from the date of its conclusion. Withdrawal from the contract in this case may take place without giving any reason and does not give rise to any claims by the User against Service Provider.
3. The Service Provider does not warrant to a non-consumer User that the Application is error-free or that the non-consumer User will be able to operate the Application without problems or interruptions. In addition, due to the continuing development of new techniques for hacking and spoofing the Internet, Service Provider does not guarantee that the Application will be free from vulnerability to hacking or spoof.
4. The Service Provider shall not be obliged to verify the accuracy, correctness and truthfulness of the content entered by the User who is not a consumer within the Application, or the use of the Application and its functionalities by the User. The User uses the Application, including entering content therein and using its functionalities, at his/her own risk.
5. The Service Provider shall not be liable to the User who is not a consumer for damages and non-fulfillment of obligations resulting from force majeure events (e.g. hacking, natural disasters, epidemics, riots, wars) or any other causes beyond the Service Provider's control.
6. The Service Provider shall be liable to the non-consumer User, irrespective of its legal basis, only to the extent of the fees paid by such User to the Service Provider for the use of the Application during the preceding three months, or, if no such fees have been paid, to a maximum amount of EUR 100. The Service Provider shall only be liable to the non-consumer User for typical and actual damage caused by its wilful misconduct or gross negligence and foreseeable at the time of concluding the agreement for the use of the Application, with the exception of lost profits.
7. Any disputes arising between the Service Provider and the User who is not a consumer shall be submitted to the competent court for the seat of the Service Provider.

12) FINAL PROVISIONS

1. Contracts concluded on the basis of these Terms and Conditions of Use shall be concluded in Polish or English.
2. The Service Provider reserves the right to change the Terms and Conditions of Use for important reasons, such as: change of legal regulations; change of the Service Provider's data; change of license conditions; change of the Application's functionality - to the extent that these changes affect the implementation of the provisions of these Terms and Conditions of Use.
 - a. In case of conclusion of continuous contracts on the basis of these Terms and Conditions of Use, the amended Terms and Conditions of Use are binding for the User if the User is properly notified about the changes and does not terminate the contract within 14 calendar days from the date of notification. If an amendment to the Terms and Conditions of Use results in the introduction of any new fees or in an increase of the current fees, the consumer has the right to withdraw from the contract.
 - b. In case of conclusion of contracts other than continuous contracts on the basis of these Terms and Conditions of Use, amendments to the Terms and Conditions of Use shall in no way affect the rights acquired by the Users prior to the effective date of such amendments to the Terms and Conditions of Use, and in particular, such contracts already concluded, executed or performed shall not be affected by such amendments to the Terms and Conditions of Use.

3. In matters not regulated by these Terms and Conditions of Use, generally applicable provisions of Polish law shall apply, in particular: the Act of 23 April 1964. - Civil Code (Journal of Laws 1964 No. 16, item 93 as amended), the Act of 30 May 2014 on consumer rights (Journal of Laws 2014 item 827 as amended), the Act of 18 July 2002 on providing services by electronic means (Journal of Laws 2002 No. 144, item 1204 as amended) and other relevant provisions of commonly applicable law.

4. These Terms and Conditions of Use do not exclude regulations of the country of habitual residence of the consumer who concludes a contract with Service Provider, which cannot be derogated from by contract. In this case, the Service Provider guarantees the consumer the protection afforded to him/her by the laws of his/her country, which cannot be derogated from by contract.

Thank you for your attention reading!

If you have any questions, we are always at your disposal.

You are welcome to use the application - Inavii Owner

Appendix to the Terms and Conditions - Content of the GNU GENERAL PUBLIC LICENSE Version 3

GNU GENERAL PUBLIC LICENSE Version 3, 29 June 2007

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Preamble

The GNU General Public License is a free, copyleft license for software and other kinds of works.

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software for all its users. We, the Free Software Foundation, use the GNU General Public License for most of our software; it applies also to any other work released this way by its authors. You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for them if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs, and that you know you can do these things.

To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

The precise terms and conditions for copying, distribution and modification follow. TERMS AND CONDITIONS

0. Definitions.

“This License” refers to version 3 of the GNU General Public License.

“Copyright” also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

“The Program” refers to any copyrightable work licensed under this License. Each licensee is addressed as “you”. “Licensees” and “recipients” may be individuals or organizations.

To “modify” a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a “modified version” of the earlier work or a work “based on” the earlier work.

A “covered work” means either the unmodified Program or a work based on the Program.

To “propagate” a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To “convey” a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays “Appropriate Legal Notices” to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no

warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

1. Source Code.

The “source code” for a work means the preferred form of the work for making modifications to it. “Object code” means any non-source form of a work.

A “Standard Interface” means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The “System Libraries” of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A “Major Component”, in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The “Corresponding Source” for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction

and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

- a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
- b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to "keep intact all notices".
- c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.
- d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature

extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an “aggregate” if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
- e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A “User Product” is either (1) a “consumer product”, which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, “normally used” refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product

regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

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