

RealSAM End User Licence Agreement (EULA)

These terms and conditions apply to the use of software, hardware, and services powered by RealSAM Software. They are important and affect your legal rights, so please read them and our Privacy Policy carefully.

1. Introductions

Thanks for choosing RealSAM, your accessible media device and service from Real Thing (“Real Thing”, “we”, “us”, “our”). By using the RealSAM device, service, websites, or other software applications (together, the “RealSAM Service” or “Service”), you are entering into a binding contract. Your agreement with us includes these Terms and Conditions of Use (“Terms”) and our Privacy Policy (the “Agreements”). These may be updated from time to time, and the latest version will be available on the website: <https://www.realsam.us>

In order to use the RealSAM Service, you need to have the power to enter a binding contract with us and are not barred from doing so under any applicable laws. You also warrant that any registration information that you submit to Real Thing or its partners is true, accurate and complete, and you agree to keep it that way at all times.

2. Changes to the Agreements

Occasionally we may, at our discretion, make changes to the RealSAM Service and Agreements. By continuing to use the Service after those changes are made, you are acknowledging your acceptance of the changes.

3. Licence and assignment

The RealSAM Service is the property of Real Thing or Real Thing's licensors, and we grant you a limited, non-exclusive, revocable licence to make personal, non-commercial use of the Service and to receive the media content made available through the Service (the “Licence”). This Licence shall remain in effect until terminated by you or Real Thing.

The RealSAM software applications are licensed, not sold, to you, and Real Thing retains ownership of all copies of the RealSAM software applications even after installation on your devices. Real Thing may assign these Agreements or any part of them without restrictions. You may not assign these Agreements or any part of them, nor transfer or sub-licence your rights under this Licence, to any third party.

All Real Thing and RealSAM trademarks, service marks, trade names, logos, domain names, and any other features of the Real Thing brand are the sole

property of Real Thing. This Licence does not grant you any rights to use the Real Thing trademarks, service marks, trade names, logos, domain names, or any other features of the Real Thing or RealSAM brands, whether for commercial or non-commercial use.

You agree to abide by these Terms and Conditions of Use and not to use the RealSAM Service (including but not limited to its content) in any manner not expressly permitted by the Terms.

You may not distribute the output speech of RealSAM in any manner, including, but not limited to, in the form of audio files, as a part of applications, materials and multimedia works or otherwise rent, resell, lease or lend to any third party.

Third party software libraries included in the RealSAM Service are licensed to you either under these Terms, or under the relevant third party software library's licence terms as published in the Licence and Policy section of our Help and Information guide, or on the RealSAM website.

4. Logging and your RealSAM Device

Your interactions with the RealSAM device and server, including audio recordings of your speech, may be captured in logs for the purpose of further developing and improving RealSAM. All interactions are anonymous, and will only be used for the purpose described herein.

You grant us the right to allow the RealSAM Service to use the processor, bandwidth and storage hardware on your device in order to facilitate the operation of the Service.

5. Content

RealSAM may cache content that you access on your RealSAM device. You may not transfer copies of cached content to any other device via any means.

The materials and content in the RealSAM product are provided on an "as is" and "as available" basis without guarantees of any kind, either expressed or implied. Real Thing does not guarantee that the content will be accurate, complete, reliable, current, uninterrupted or error-free. You are responsible for taking all precautions to protect yourself against any claim, damage, loss or hazard that may arise by virtue of your use of, or reliance upon, the RealSAM product.

No reference made in this product to any specific commercial product, process, website or service (or provider of such product, process or service) other than such products, processes, or services of Real Thing, shall constitute or imply an endorsement, recommendation or favouring by Real Thing. Real Thing makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of content available on RealSAM.

6. User Guidelines

You must respect intellectual property rights. This means, for example, that the following is not permitted: (a) Copying, reproducing, “ripping”, recording, or making available to the public any part of the RealSAM Services or content delivered to you via the RealSAM Services, or otherwise any making use of the RealSAM Service which is not expressly permitted under these Terms; (b) reverse-engineering, decompiling, disassembling, modification or creating derivative works based on the RealSAM Services or any part thereof; (c) circumventing any technology used by Real Thing, its licensors, or any third party to protect content accessible through the Service; (d) renting or leasing of any part of the Services; (e) circumventing of any territorial restrictions applied by Real Thing; (f) artificially increasing play count or otherwise manipulating the Services by using a script or other automated process; (g) removing or altering any copyright, trademark or other intellectual property notices contained on or provided through the RealSAM Service; (h) providing your password to any other person or using any other person’s user name or password.

Don’t engage in any activity on the Service that (a) is offensive, abusive, defamatory, pornographic or obscene, religiously or racially offensive or otherwise promoting hate towards individuals or groups; (b) is illegal, or intended to promote or commit an illegal act of any kind, including but not limited to, violations of intellectual property rights, privacy rights or proprietary rights of Real Thing or a third party; (c) includes malicious content such as malware, trojan horses or viruses, or otherwise interferes with any user’s access to the Service; (d) interferes with the RealSAM Service, tampers with or attempts to probe, scan, or test for vulnerabilities in the Service or Real Thing’s computer systems or network, or breaches any of Real Thing’s security or authentication measures, or (e) conflicts with the Agreement, as determined by Real Thing.

7. Technology limitations and modifications

Real Thing will make reasonable efforts to keep the RealSAM Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. Real Thing reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the RealSAM Service, with or without notice, all without liability to you for any interruption, modification, or discontinuation of the RealSAM Service or any function or feature thereof. You understand and agree that Real Thing has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service.

8. U.S. Government Licensing

You agree that when licensing our Software for acquisition by the U.S. Government, or any contractor therefore, you will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies), 48 C.F.R. Sections 227.7202-1 (for the Department of Defense), and 48 C.F.R. 52.227-19.

9. U.S. Government Commercial Items

For U.S. Government End Users, Software is a “Commercial Item(s),” as that term is defined at 48 C.F.R. Section 2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users: (a) only as Commercial Items; and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

10. Term and Termination

These Terms will continue to apply to you until terminated by either you or Real Thing. Real Thing may terminate the Terms or suspend your access to the RealSAM Service at any time, including in the event of your actual or suspected unauthorised use of the RealSAM Service or non-compliance with the Terms. If you or Real Thing terminate the Terms, or if Real Thing suspends your access to the RealSAM Service, you agree (a) to delete the RealSAM software, together with all copies, modifications and merged portions in any form; (b) that Real Thing shall have no liability or responsibility to you and Real Thing will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. To learn how to terminate your RealSAM account, please contact us through the Real Thing Help Centre.

11. Warranty

We endeavour to provide the best service we can, but you understand and agree that THE REALSAM SERVICE IS PROVIDED “AS IS”, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE REALSAM SERVICE AT YOUR OWN RISK. REAL THING DISCLAIMS ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

In addition, Real Thing does not warrant, endorse, guarantee or assume responsibility for any Third Party content, or any other product or service advertised or offered by a third party on or through the RealSAM Service or any linked website, or featured in any banner or other advertising. You understand and agree that Real Thing is not responsible or liable for any transaction between you and third-party providers of Third Party content or products or services advertised on or through the RealSAM Service. As with any purchase of a product or service through any medium or in any environment, you should use your judgment and exercise caution where appropriate. No advice or information whether oral or in writing obtained by you from Real Thing shall create any warranty on behalf of Real Thing in this regard.

12. Liability

You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the RealSAM Service or the Third content is to stop using the RealSAM Service, or the Third Party content.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL REAL THING, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS OR LICENSORS BE LIABLE FOR (i) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE REALSAM SERVICE OR THIRD PARTY CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER REAL THING HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (ii) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE REALSAM SERVICE OR THIRD PARTY CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO REAL THING DURING THE PRIOR THREE MONTHS IN QUESTION.

13. Entire agreement

These Agreements constitute all the terms and conditions agreed upon between you and Real Thing and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral. Any additional or different terms or conditions in relation to the subject matter of the Agreements in any written or oral communication from you to Real Thing are void. You represent that you have not accepted the Agreements in reliance on any oral or written representations made by Real Thing that are not contained in the Agreements.

Please note, however, that other aspects of your use of the RealSAM Service may be governed by additional agreements. That could include, for example, access to the RealSAM Service as a result of free or discounted Trials. You will agree to separate terms and conditions in those circumstances. Those terms and conditions shall govern only with regard to the aspect of the Service to which they apply, and are distinct from and supplemental to these Agreements, and do not supersede these Agreements. To the extent that there is any conflict between those agreements and these Agreements, these Agreements shall control, except as otherwise provided in these Terms.

14. Severability, Waivers and Choice of Law

If any provision of the Terms is determined to be invalid or unenforceable, such a provision shall be deemed to be severable from the remainder of these Terms of Use and shall not cause the invalidity or unenforceability of the remainder of the Terms.

The waiver by Real Thing of a breach of any provision of the Terms shall not operate or be construed as a waiver of any other or any subsequent breach of the same or of a different kind.

These Agreements are subject to the law of the State of Victoria, Australia, without regard to choice or conflicts of law principles. Further, you and Real Thing agree to the exclusive jurisdiction of the state and federal courts in Victoria, Australia to resolve any dispute, claim or controversy that arises in connection with these Agreements.

You have reached the end of our Terms and Conditions of Use. We hope you have fun using RealSAM.

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