

Houdah Software End User License Agreement (EULA)

October 2026

Please read this End User License Agreement (“EULA”, “Agreement”) carefully before installing or using the Software. This Agreement is a legal contract between you and **Houdah Studios GmbH** (“Houdah Software”, “Houdah”, “we”, “us”).

By installing, downloading, or using the Software, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree, do not install or use the Software.

We encourage you to evaluate the Software before purchasing. Trial or free versions are available whenever possible.

1. Definitions

- “**Software**” means the Houdah Software application, any associated components, documentation, sample files, and other materials provided under this EULA.
- “**Licensee**”, “you”, or “your” means the individual or legal entity using the Software.
- “**License**” means the usage rights granted under this Agreement.
- “**Setapp Subscription**” means an active subscription to the Setapp service operated by MacPaw.
- “**App Store**” means Apple’s Mac App Store.

2. Governing Law and Jurisdiction

This EULA is governed by **Swiss law**, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale

of Goods (CISG).

The **exclusive place of jurisdiction is the registered office of Houdah Studios GmbH**, currently Wallisellen, Switzerland. Mandatory provisions granting consumers the right to bring proceedings in, or be sued only in, the courts of their place of residence remain unaffected.

If any provision of this EULA is held unenforceable, the remaining provisions shall remain in full force and effect.

3. Grant of License

3.1 Evaluation and Free Licenses

Unless the core functionality of the Software is provided free of charge: if you have not purchased a license or obtained one through the App Store or Setapp, the Software operates in a time-limited or feature-limited evaluation mode. Evaluation use is permitted **solely for testing purposes**.

Where the core functionality of the Software is provided free of charge, Houdah Software grants you a non-exclusive, non-transferable license to use that functionality without payment and without time limit. Optional add-on features may require purchase of a paid license and may not be available for separate evaluation; the refund policy in Section 9 applies to such purchases.

3.2 Paid License (Direct Sales)

Upon payment of the applicable license fee, Houdah Software grants you a **non-exclusive, non-transferable license** to install and use the Software according to the specific license type (e.g., single user, family license, add-on feature pack) you purchased.

Definitions of license types are provided on our web site or at the time of purchase and form part of this Agreement.

Direct sales may be processed on our behalf by an authorized reseller acting as merchant of record (e.g., Paddle, FastSpring). The reseller's terms of sale govern the purchase transaction; the license itself is granted by Houdah Software under this Agreement.

3.3 App Store License

If you obtained the Software through the Apple Mac App Store:

- Your license is granted to you by Houdah Software, **not** by Apple.
- Apple has **no obligation** to provide maintenance or support.
- If the Software fails to conform to an applicable warranty, you may request a refund from Apple.
- To the maximum extent permitted by applicable law, Apple is not responsible for any other warranty obligations.

Apple and its subsidiaries are **third-party beneficiaries** of this EULA and may enforce it against you.

3.4 Setapp License

If you access the Software through a Setapp Subscription:

- Houdah Software grants you a non-exclusive, non-transferable, non-sublicensable license to use the Software **for as long as your Setapp Subscription remains active**.
- License rights terminate when your Setapp Subscription lapses.
- Setapp's Terms of Service apply in addition to this EULA.

4. Ownership and Intellectual Property

The Software is licensed, not sold. Houdah Software and its licensors retain all rights, title, and interest in the Software. All rights not expressly granted are reserved.

You may not:

- modify, decompile, disassemble, reverse engineer, or create derivative works of the Software;
- attempt to circumvent licensing, activation, or trial limitations;
- sublicense, rent, lease, or distribute the Software or license keys;
- use the Software in violation of applicable law.

5. License Keys and Activation

You are responsible for keeping any license key, activation code, or license file confidential.

If a third party gains unauthorized access due to your negligent or willful act, you may be held liable for resulting damages.

6. Transfer of Licenses

Direct-purchase licenses may be transferred **only with Houdah Software's written consent**, unless otherwise required by applicable law (e.g., EU exhaustion doctrine).

Licenses marked "Not for Resale" or "NFR" may not be transferred.

Setapp and App Store licenses **cannot be transferred**.

7. Support, Updates, and Maintenance

Houdah Software may provide updates or maintenance at its discretion. We make no commitment that any particular feature, functionality, or compatibility will be maintained indefinitely.

Apple bears no responsibility for support of App Store versions.

8. Termination

This Agreement terminates automatically if you fail to comply with any term of this EULA.

Upon termination, you must:

- cease all use of the Software;
- uninstall and delete all copies;
- destroy all license keys or activation materials.

Sections relating to warranties, limitations of liability, intellectual property, license confidentiality, and jurisdiction **survive termination**.

9. Refund Policy

Direct Sales from Houdah Software

We offer a **15-day money-back guarantee** for purchases made through our web site, including purchases processed by an authorized reseller (e.g., Paddle, FastSpring), provided you discontinue use of the purchased Software or add-on features and delete all related copies and license keys.

App Store, Setapp, and Other Channels

Refunds for purchases made through third-party platforms (including Apple and Setapp) are governed by their respective refund policies. Houdah Software cannot issue refunds for such purchases.

10. Privacy

Use of the Software is governed by our Privacy Policy available at: <https://www.houdah.com/privacy/>

The Software may integrate with third-party services (e.g., maps, geocoding, sharing). Such services are governed by their own privacy policies.

The Software may connect to our servers to check for and download software updates. Such connections are covered by our Privacy Policy.

11. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED “**AS IS**” WITHOUT WARRANTY OF ANY KIND.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HOUDAH SOFTWARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WHERE A TRIAL OR FREE VERSION IS AVAILABLE, YOU ARE RESPONSIBLE FOR EVALUATING THE SOFTWARE TO DETERMINE WHETHER IT MEETS YOUR NEEDS.

Some jurisdictions do not allow exclusion of implied warranties; in those cases, the minimum legally required warranty applies.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HOUDAH SOFTWARE SHALL NOT BE LIABLE FOR ANY:

- SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES,
- LOSS OF PROFITS,
- LOSS OF DATA,
- BUSINESS INTERRUPTION, OR
- COSTS OF SUBSTITUTE GOODS OR SERVICES,

arising from the use of or inability to use the Software.

In all cases, Houdah Software’s total cumulative liability under this

Agreement shall not exceed the amount **you actually paid** for the license.

Nothing in this EULA limits any liability that cannot legally be excluded.

13. Export Compliance

You agree to comply with all applicable export laws and regulations, including restrictions governing the transfer of software to embargoed countries or prohibited parties.

14. Third-Party Services and Components

The Software may rely on or interact with third-party services, APIs, or components. Houdah Software makes no warranties regarding third-party services and shall not be liable for their availability, accuracy, or continued compatibility.

15. Waiver

Failure to enforce any provision of this Agreement does not constitute a waiver of that provision or any other.

16. Entire Agreement

This Agreement constitutes the entire agreement between you and Houdah Software regarding the Software and supersedes any prior agreements. Additional terms for specific license types, Setapp, or App Store usage form part of this Agreement.