Trax – End-User License Agreement

This End-User License Agreement (this **“Agreement”**) is a binding agreement between you (**“you”**, or **“User”**) and Astral Technologies, SLU (**“we”**, **“us”**, **“our”**, or **“Company”**). This Agreement governs your use of the Trax mobile application for the Android platform (together with all related documentation, the **“Application”**). The Application is licensed, not sold, to you.

BY USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE APPLICATION AND IMMEDIATELY DELETE IT FROM YOUR DEVICE.

License Grant

We grant you a limited, non-exclusive, non-transferable, revocable license to download, install and use the Application for your personal, non-commercial use on Android devices owned or otherwise controlled by you (**“Device”**) strictly in accordance with this Agreement.

License Restrictions

User shall not:

a) copy the Application, except as expressly permitted by this license;

b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;

c) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;

d) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; or

e) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.

Reservation of Rights

You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company and its licensors and service providers, as applicable, reserve and shall retain their respective entire rights, titles, and interests in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

Application Limitations

1. **No Guarantee of Tax Residency**. Trax is intended as a tracking aid only. It cannot and does not guarantee your tax residency status in any jurisdiction. Your actual tax residency may depend on additional factors outside the scope of this app.
2. **Accuracy Limitations**. Jurisdiction detection has an approximate 100-meter margin of error, even under ideal GNSS data.
   - Disputed regions may be assigned to jurisdictions in ways that may not reflect political or legal recognition.
   - Embassies, consulates, military bases, special economic zones, or other territories with unique legal status are not supported and may be incorrectly classified.
3. **Reliance Disclaimer**. You should not rely solely on Trax for compliance with legal, tax, immigration, or residency requirements. Always consult a qualified professional for advice.

User Responsibilities

- You are responsible for ensuring that your use of Trax complies with all applicable laws.
- You are responsible for backing up your data; we are not liable for loss of data.

Privacy & Data

Trax processes location data to provide its services. Please review the Application's Privacy Policy for details on what data we collect and how it is used.

Disclaimer of Warranties

Trax is provided “as is” without any warranties of any kind, express or implied. We disclaim all warranties, including but not limited to accuracy, reliability, fitness for a particular purpose, and non-infringement.

THE APPLICATION AND SERVICES ARE PROVIDED TO YOU “AS IS” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION AND THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

Limitation of Liability

To the maximum extent permitted by law, we are not liable for any damages, including loss of data, loss of profits, or legal or tax consequences arising from your use of Trax.

Intellectual Property Rights

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

Severability

If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Principality of Andorra, without regard to its conflict of law principles.

Entire Agreement

This Agreement and the aforementioned Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

Agreement Changes

We may update this Agreement from time to time. The date in the header of this document will change, and significant changes will be announced within the App before they take effect. Continued use after an update indicates acceptance of the revised Agreement.

Contact Information

If you have any questions about this Agreement, please contact us at:

> **Astral Technologies, SLU**
> Carrer de l'Obac 8, 5-1
> AD700 Escaldes-Engordany
> Andorra

Or by email at: legal@astral.tech