

# Privacy Policy & EULA: Symphony and Symphony Pro

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**b. Use of Data: Transparency, Limitations, and Intellectual**

**Property:** You agree that Licensor may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Licensed Application. Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

Transparency on usage & reliability analytics, which is non-obligatory, is provided as follows:

1. Data collection by the Licensor (“Symphony Pro developers”) is limited to basic and sparse-data crash & general reliability analytics services, and automatic crash reporting, if they are enabled. All of these 3<sup>rd</sup> party data collection services can be disabled by the following simple steps:
  - Navigating under Home Screen, followed by choosing Symphony Pro (or Symphony for iPhone) under the left navigation column;
  - next, turn off the switch labeled **Send Anonymous Feature Statistics**.

2. However, data collection through the Licensor's application **prevents any temporary or permanent collection of personally identifying information (PIN). Third Party Applications also do not collect data of sensitivity to potential copyright/IP disputes or damages:** work created within these applications is only shared if expressly submitted by the user as supplementary information for crash & bug reports. Such data are only submitted if expressly elected to be included by the user, via an iOS-based, secure email submission form to one of the licensor's two support addresses: [support@symphonypro.net](mailto:support@symphonypro.net) or [team@symphonypro.net](mailto:team@symphonypro.net).

Instructions on how to conveniently share feedback in the latter regard are provided under the 'Web Support' section of the user guide at <https://symphonypro.net/manual#b'web-support'>.

Your privileges & liabilities as licensee of this software are as follows:

3. As such, the third party ("Symphony Pro developers") automatically relinquishes any claim to copyright or intellectual property ownership of material created using the Third Party Applications, provided that the application's license was legally & rightfully obtained.
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5. Consequently, however, the Third Party absolves itself of any liability pertaining disputes of copyright or intellectual property that involve any work created using the Third Party Applications.

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i. Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and Apple shall be governed by the laws of the State of California, excluding its conflicts of law provisions. You and Apple agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California, to resolve any dispute or claim arising from this Agreement. If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the Service from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:

If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence.

Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.