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This Agreement is governed by and construed in accordance with the substantive and procedural laws of the United States and the State of California, except that body of California law concerning conflicts of law. You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement.

INTRODUCTION

Once installed and properly configured on Your Device, the Program will enable You to use Your Device to access the Associated Product as permitted by the Associated Product Agreement. Your use of the Program and the Associated Product is subject to the terms referenced herein, including the terms of the Associated Product Agreement.
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The Program may contain or use location-based services. If You enable, use or access such location-based services in connection with the Program, You hereby consent to the collection, transmission and use of Your location data by the Program. Information about the Program’s collection and use of location data will be specified in the Program’s About section; such use may include verifying or otherwise recording your location for the purposes specified in the Data Collection and Privacy section below.

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You agree that this Agreement is the complete agreement pertaining to the subject matter hereof (including references to information contained in a URL or referenced policy) and this Agreement supersedes all prior or contemporaneous written or oral agreements or representations existing between You and Oracle with respect to such subject matter. You acknowledge that the terms of this Agreement (including the license for the Program) are separate from the terms governing the Associated Product, and that this Agreement does not include the grant of any right to use the Associated Product. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. Oracle’s failure to enforce any right or provisions in this Agreement will not constitute a waiver of such provision, or any other provision of this Agreement. If You are located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

ACKNOWLEDGMENTS

Both parties acknowledge and agree that (i) this Agreement is solely between Oracle and You, and; (ii) Oracle is solely responsible for the Program and the content thereof.

CONTACT INFORMATION

For any questions, complaints or claims with respect to the Program, please contact Oracle at Global Customer Support at 1-800-633-0738, or online at https://support.oracle.com.

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