



For Brilliant Decisions

Terms of Service

Effective from: October 15, 2024

BrillTree is provided "as-is" without warranties of any kind. enerbrill, the developer and owner of BrillTree Application, is not liable for any direct, indirect, incidental, or consequential damages arising from your use of the software, including any dysfunctionality after purchase.



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BrillTree Terms of Service (TOS)

Effective Date: October 15, 2024

1. Introduction

Welcome to BrillTree, an application developed and owned by **enerbrill**. By downloading our application, you agree to comply with and be bound by the following Terms of Service. Please review these terms carefully before using the app.

2. Use of BrillTree Application

enerbrill grants you a limited, non-exclusive, non-transferable license to use the software in accordance with these **Terms**. You agree to use the software solely for lawful purposes and in accordance with all applicable laws and regulations.

3. User Responsibility for Local Compliance

You, the user, are responsible for determining whether the use of BrillTree is legal in your jurisdiction. By downloading or using the app, you agree that you have verified that its use complies with local laws and regulations in your region. BrillTree is not liable for any issues arising from the use of the app in regions where it may be restricted or prohibited by law.

4. Offline Functionality and Data Access

BrillTree is distributed as an executable file that operates **entirely offline** after download and installation. **No internet connection is required** to use the core features of the software.

By operating offline, BrillTree does not collect or access any personal or sensitive data from your machine beyond the machine-specific information used for licensing verification, as detailed in our Privacy Policy. This means we have no visibility into any personal files, documents, or sensitive information stored on your machine.

5. Payment and Refund Policy

All payments for BrillTree are **non-refundable**. Once you have completed the purchase, you agree that the software is sold "**as-is**" without any warranties regarding functionality or compatibility with future updates. We are not responsible for any dysfunctionality of the app after purchase, especially in cases where the operating system, machine configuration, or environment changes.

6. Updates and Support

- **Future Updates:** BrillTree will provide free updates and bug fixes to users who have purchased the app, provided that the app remains installed on the same machine where it was first downloaded.
 - **Major Updates:** For major version upgrades, existing users will be offered a **substantial discount** on the new app price.
 - **Support:** While we do not guarantee continuous functionality, users can access support for any issues related to updates or fixes by contacting [Insert Support Email].
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7. Machine Information Collection

enerbrill collects non-personal machine-specific information (such as MAC address, hostname, and CPU serial number) for licensing and security purposes. By using BrillTree, you consent to this data collection. For more details, refer to our Privacy Policy.

8. Restrictions on Use

You agree not to:

- Modify, reverse engineer, decompile, or disassemble the software.
 - Resell, lease, or redistribute the software without prior written consent.
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9. Trial Period

enerbrill offers a 5-day trial period, tracked through the machine information stored locally. Once the trial expires, a valid license purchase is required to continue using the software.

10. Termination

enerbrill reserves the right to terminate your access to the software if you violate any part of these Terms of Service. Upon termination, you must immediately discontinue all use of the software.

11. Governing Law

This Agreement, and any disputes arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the jurisdiction in which the developer (**enerbrill**) is based, without regard to its conflict of law provisions. By using the software, you agree to submit to the exclusive jurisdiction of the courts in the developer's jurisdiction for the resolution of any disputes.

12. Disclaimer of Liability

BrillTree is provided "as-is" without warranties of any kind. **enerbrill**, the developer and owner of BrillTree Application, is not liable for any direct, indirect, incidental, or consequential damages arising from your use of the software, including any dysfunctionality after purchase.

13. Third-Party Licenses and Acknowledgments

BrillTree uses the following third-party libraries and resources:

- Python:**
BrillTree is developed using the **Python programming language**, which is licensed under the **Python Software Foundation License**.
License details: <https://docs.python.org/3/license.html>
- PySide6 (Qt for Python):**
BrillTree utilizes **PySide6**, which is part of the **Qt for Python** project, licensed under the **LGPL** (Lesser General Public License) for free and open-source use.
License details: <https://doc.qt.io/qtforpython/licenses.html>
- Sys, Math, Datetime, Os, Uuid, Json, Hashlib, Socket, Platform, Subprocess:**
These are standard Python libraries, which are part of the **Python Standard Library**, covered by the **Python Software Foundation License**.
License details: <https://docs.python.org/3/license.html>
- Requests:**
BrillTree uses the **Requests** library for making HTTP requests, licensed under the **Apache License 2.0**.
License details: <https://github.com/psf/requests/blob/main/LICENSE>
- Cryptography (hazmat primitives, padding, cipher algorithms):**
BrillTree uses **Cryptography** for security and encryption functions, licensed under the **Apache License 2.0** or **BSD License**.
License details: <https://github.com/pyca/cryptography/blob/main/LICENSE>
- Base64:**
The **Base64** module used in BrillTree is part of the **Python Standard Library** and is licensed under the **Python Software Foundation License**.
License details: <https://docs.python.org/3/license.html>
- Pandas:**
BrillTree uses the **Pandas** library for data manipulation, licensed under the **BSD 3-Clause License**.
License details: <https://github.com/pandas-dev/pandas/blob/main/LICENSE>