

## **End User License Agreement**

### **DigiFlak License Agreement**

#### **Please read carefully before using this product:**

This is a legal agreement between any User of DigiFlak Products, including without limitation the undersigned user (“You”), and DigiFlak to which this End User License Agreement (EULA) relates.

By selecting the accept option, breaking the seal on the software package or installing, copying or otherwise using the Products, User acknowledges that he has read, understands, and agrees to be bound by the terms of this License Agreement. If You do not agree with the terms of this License Agreement, You are not authorized to install or otherwise use the Products for any purpose and, if applicable, may promptly return them and the accompanying items (including ANY written materials and packaging) to Your supplier together with proof of purchase for a full refund within 14 days.

By installing, copying or otherwise using Updates and/or Upgrades from **DigiFlak**, You agree to be bound by any additional license terms that accompany such Updates and/or Upgrades. If You do not agree to the additional license terms that accompany such Updates and/or Upgrades, You may not install, copy or use such Updates and/or Upgrades.

There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein.

Upon your acceptance of this Agreement, we grant to you a nonexclusive license to use the Product, provided that you agree to the following:

#### **1. Definitions**

**DigiFlak** means DigiFlak OÜ, the company registered and acting under the laws of Estonia, registration number 12529160.

**“You”, “Your” and “User”** means user of DigiFlak Products, also means the legal entity that has agreed to this agreement and its affiliates.

**Product** means DigiFlak product named Flak Classic or Flak Pro.

**EULA** means present End User License Agreement.

**Software** means collectively the DigiFlak Software and any third party Materials and Programs.

**Documentation** means all published written materials relating to the operation, use and installation of the Product (or updates thereto) including, but not limited to, the user documentation and any other help screens, user manuals, release notes and online help files.

**Hardware** means physical Product or any Product part or component supplied by DigiFlak.

## **2. Intellectual Property Rights and Licence Fee**

The Software of the Product and other intellectual property shall at all times remain the intellectual property of DigiFlak.

Product will be supplied under next types of licenses Beta Testing License, Default License and Corporate License.

In case of Default and Corporate License one-time license fee shall be paid by the User to DigiFlak in consideration for the authorized use of the Product upon the purchase of the Product. The one-time license fee shall be included in the Product price.

## **3. Use of the Product**

DigiFlak will supply the User with the Product.

You may use the Product on as many devices as you want. The Software of the Product is provided on an "as is" and "as available" basis without warranty, express or implied, of any kind or nature, including, but not limited to, any warranties of performance or merchantability or fitness for a particular purpose.

## **4. Grant of License**

Subject to the terms of this agreement, DigiFlak grants to the User non-exclusive, non-transferable, non-sublicensable License to use the Software of the Product.

The Product is owned by DigiFlak (the author) and Copyright Law and International Treaty provisions protect the Product. This Agreement does not grant you any intellectual property rights in the Product except given in this EULA.

## **5. Third Party Software**

All the third party Software installed in the Product or its updates are owned by the corresponding third parties. Copyright Law and International Treaty provisions protect the Third Party Software. This Agreement does not grant you any intellectual property rights in the Software except given in this EULA.

DigiFlak has right to change the Software of DigiFlak Product at any time.

## **6. Restrictions**

You will be responsible for all the activities while using the Product. You must respect the laws of Your country.

The User must not:

- a. Modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise

attempt to discover the source code of the Product.

- b. Publish, promote, broadcast, circulate or refer publicly to the DigiFlak name, trade name, trademark, service mark or logo.
- c. Use our services for receiving and the distribution of pirated copyright materials, such as, but not limited to Pirated DVDs, Pirated CDs, Pirated Software. This includes, but not limited to the following: the trading, selling, bartering, sharing, transmitting or receiving, of such materials.
- d. Use our services to transmit viruses/trojans/worms, etc. to other computers on the internet.
- e. Rent, lease or lend the Product for commercial timesharing or bureau use. You may not sublicense, assign or transfer the license or DigiFlak Product except as expressly provided in this EULA.
- f. Use our services to hack or attack other computers, servers, or networks on the internet, incl. not to use our services to send out unsolicited or fraudulent materials.
- g. Use our services to engage in (child) pornography activities of any sort. This includes, but not limited to trading, bartering, selling, transmitting (child) pornography to others, or receiving the materials from others, etc.
- h. Use our services for any type of criminal activities and/or not use our services to threaten or harass others.
- i. Publish, promote, broadcast, circulate or refer publicly to DigiFlak name, trade name, trademark, service mark or logo, without the prior written consent of DigiFlak;
- j. Commit any act or omission the likely result of which is that DigiFlak's reputation will be brought into disrepute or which act or omission could reasonably be expected to have or does have a material and adverse effect on DigiFlak's interests.

## **7. No Warranty**

**You agree that the use of the DigiFlak Product is at Your sole risk as to satisfactory quality performance, accuracy and effort.**

The warranty of the Product do not apply to repair or replacement caused or necessitated by: (i) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; fluctuations in electrical power beyond those set out in the specifications; improper maintenance, or any other misuse, abuse or mishandling; (ii) force majeure including without limitation natural disasters such as fire, flood, wind, earthquake, lightning or similar disaster; (iii) governmental actions or inactions; (iv) strikes or work stoppages; (v) User's failure to follow applicable use or operations instructions or manuals; (vi) Licensee's failure to implement, or to allow DigiFlak or its agents to implement, any corrections or

modifications to the Product made available to You by DigiFlak; or (vii) such other events outside DigiFlak's reasonable control.

DigiFlak is not responsible for server errors.

DigiFlak is not responsible for loss of User's data or damage to User's data.

Consumer rights not affected. You may have additional consumer rights under your local laws, which this agreement cannot change.

DigiFlak cannot and do not guarantee the speed of our services and/or uninterrupted services. DigiFlak has no control and cannot guarantee on how the internet will perform in your area. DigiFlak is not liable for any direct, indirect, consequential, inconveniences, or whatsoever damages, or loss of profit that may arise from the use of our services. No refunds will be given if You are dissatisfied with our services.

## **8. Term**

EULA is termless and DigiFlak reserves the right to terminate Your service without notice or refund if we receive any complaints about Your activities from other users, servers, companies or internet service providers.

If You violate any of our terms, we reserve the right to terminate Your service without any advance warning or notification. No refunds will be made.

If You violate any of our terms that involve criminal activities, You will forfeit all the privacy and confidentiality privileges that our service provides. No refunds will be made.

You can terminate EULA too, at any time, all You have to do is uninstall the DigiFlak Product from Your computer and the EULA will be terminated. If the EULA is terminated, You will no longer be allowed to use the Product.

## **9. Governing Law and General Provisions**

This agreement shall be governed by the Copyright laws of Estonia and international copyright agreements. The disputes shall submit to the exclusive jurisdiction of the courts of Estonia. You agree that the Product will not be shipped, transferred or exported into any country or used in any manner prohibited by any export laws, restrictions or regulations.

This Agreement shall automatically terminate upon failure by you to comply with its terms.

DigiFlak reserves the right to make amendments or modifications to the EULA. These amendments become binding and it will be Your responsibility to periodically check for updates and abide by the terms. You can always check EULA terms and conditions on our website: <http://digiflak.com/support/eula/>