

## **End User License Agreement**

Please read carefully before the installation of software (Product). The End User License Agreement (Agreement) is a legal agreement on the Product concluded between Bandisoft International Inc. (Company) and an individual or corporation (User) who wants to install and use the Product on an actual or virtual hardware system (Device). The installation of Product means that the User has read, understood, and agreed with the Agreement.

### **1. Use permit**

1) There are two edition types of the Product distributed or sold as follows: an edition which can be used without paying a financial price (Trial Edition) and an edition which can be used after making a purchase (Professional Edition).

2) The Trial Edition can show advertisements with the Product and restrict some of the Product's functions. The use of the Trial Edition does not impose any obligations to its User to purchase the Professional Edition in the future.

3) The Professional Edition can be used only by a User who has purchased a license of the Product and has registered the Product with the license. The number of Devices on which the User can keep the registration state may differ according to the purchased license.

4) There are two types of use permit for the Trial Edition:

- An individual User at his home should use the Trial Edition only with noncommercial and nonprofit purposes.

- All corporations, institutions, and organizations including public and educational facilities can install and use the Trial Edition only for the purpose of evaluation before purchasing the Product, and the evaluation period cannot exceed 7 days.

### **2. Copyright**

1) Rights, ownership, authority, and intellectual property rights on the Product and its

related documents shall be owned by Company. The Product is protected by Copyright Act of Republic of Korea and Universal Copyright Convention.

2) The User may use the Product and its related documents only in a way to comply with all relevant legislations in the region where the User is located, including (not limited to) restrictions related to the copyright and intellectual property rights.

3) The User may not change, reverse engineer, decompile, or disassemble the Product out of the limited scope specified and permitted by related legislations, and may not duplicate or copy the Product and its related prints to distribute without written approval of Company. When the copyright of Company is infringed by such actions, the Company may claim the compensation to the User regarding all damages incurred from the infringement of copyright.

4) The User may not modify the Product and redistribute it without written approval of Company.

### **3. Purchase and refund**

1) Before purchasing the Professional Edition, the User shall use the Trial Edition to check if the Product runs correctly on the Device, if the functions of the Product work as desired, and if there are any other problems with the use of the Product.

2) When critical problems occur in relation with the Product or there are important updates or announcements such as a change of the Agreement, the Company may notify the User by email.

3) If the product key has never been used for registration, the User can request a refund for the Product within 7 days from the payment date. If the product key has already been used or more than 7 days have passed after the payment, any refund request shall not be approved.

4) The free technical support related to the Product (the management of failure and malfunction, inquiry of the product key, etc.) shall be provided for one year from the purchase date of the Product.

5) When the User take any actions to change the contents or functions of Product abnormally or to remove, disable, or circumvent the overall security measures included

with the Product in relation with the usage of product key, (including and not limited to hacking and cracking) the Company may confiscate the license of Professional Edition from the User. The refund for the confiscated license would not be possible.

#### **4. Registration**

- 1) Using the Trial Edition does not require any purchase or registration of the Product separately.
- 2) When the purchase of Professional Edition is completed, the Company shall send the User a product key by email, and the User may use the product key to register and use the Professional Edition. The email address shall not be fixed or changed after the purchase.
- 3) If multiple OSs are installed on a single hardware, each OS is considered as a different Device from the others.
- 4) A license for the Professional Edition specifies the number of Devices on which the User can install and use the Product. Registering the Product on more Devices than specified by the license terminates the oldest registration automatically.
- 5) The Internet connection may be required for the registration of the Product.

#### **5. Expiration and upgrade**

- 1) A license of the Professional Edition is permanently valid if there is no expiration date specified in the license when the User purchases the Product.
- 2) Upgrades of the Product may be offered free of charge while the User uses the Product.

#### **6. Product transfer**

- 1) The license of Professional Edition may not be transferred, distributed, rented, or resold to a third party.
- 2) As an exception, only if the corporation who has purchased the Product before is acquired by (or merged with) another corporation, the license may be transferred to the acquiring (merging) corporation as the property of the acquired (merged) one. The corporation receiving the license shall agree to the Product's Agreement too.

## **7. Communication function and data collection**

1) The Product includes the communication function through the Internet as a part of its normal operation. The following contents are included in the information handled by the Product through the communication function:

- Version information for the update function of the Product
- Advertisement information to be displayed in the Trial Edition
- Information for the authentication, registration, and license management of the Professional Edition (including the computer name and IP address)
- Hardware information encrypted with a one-way hash (MD5, SHA256) for the authentication, registration, and license management of the Professional Edition
- Anonymous information regarding the contents of an error (when it occurs) for the quality improvement of the Product
- Anonymous user statistics information by using a third-party analysis tool such as Google Analytics, for the quality improvement of the Product

2) The Product may collect advertisement-related cookie files from the Device to improve the suitability of advertisement shown on the Trial Edition.

## **8. Limitation of responsibility**

1) The installation and use of Product shall be performed entirely under the sole discretion of the User, and the risk of any possible problems followed by the performance shall also be taken by the User.

2) The User shall take proper measures (including and not limited to backup) to protect the important data. The Company shall not take any responsibility on the loss of any data, which has been occurred by the Product's error or the User's mistake during the process of using the Product by the User.

3) The Company does not guarantee the security and performance of the Product, and also does not guarantee that all errors which occur on the Product in the future would be corrected.

4) The Company shall not take any responsibilities with the User or a third party under any circumstances and any legal principles regarding any kinds of losses (including and not limited

to indirect, consequential, incidental, or exemplary losses and damages) incurred from the use of the Product or provision of the customer service (or failure of the use and provision), in the limited scope specified and permitted by related legislations. The same shall apply if the Company has known or has been notified of the possibility of the occurrence of such damages. Even if the Company takes the responsibility in accordance with legislations, the compensation may not exceed the actual purchase expense paid by the User to purchase the Product.

#### **9. Governing Law and jurisdiction**

The dispute occurred between the Company and the User shall be governed in accordance with the law of Republic of Korea, and the jurisdiction of legal proceedings regarding all legal disputes related to the use right of Product and the Agreement, shall comply with the related regulations in the Civil Procedure Act.

#### **10. Termination of Contract**

- 1) When the User fails to comply with the Agreement, all contracts regarding the use of the Product shall be terminated automatically. This termination may not require any kinds of notification to take effect.
- 2) When the contracts are terminated, the User shall immediately cease the use of all or parts of Product, and shall completely discard the original copy and all duplicated copies of Product.
- 3) The User may terminate the contracts at any time by uninstalling the software from the Devices.

#### **11. Others**

- 1) Any unspecified matters in the Agreement shall comply with the regulation of related legislations such as the Copyright Act, Act on the Consumer Protection in Electronic Commerce, etc.
- 2) Even if any part of the Agreement is proved to be invalid, illegitimate, or impossible to be enforced, the rest of the Agreement shall not be affected or damaged by this.
- 3) If there are any objections on the interpretation of the Agreement, the opinion of Company

shall be complied with.

4) If the Agreement is written in various languages, only the document in Korean shall have a binding force, and the documents in other languages is simply for the provision of information. When the contents of the documents in different languages differ from or conflict with each other, the contents of the document in Korean shall prevail.

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