

# End - User License agreement

## End-User License Agreement For Duplicate File Remover, LLC Software

Below is presented the end-user license agreement for Duplicate File Remover, LLC software. The leading company solution - Duplicate File Remover Platinum - will remove duplicate files, find duplicate files and delete duplicate files on your computer. Clear computer from duplicate music files, duplicate photos and duplicate documents. All duplicate music, duplicate photo, duplicate video and duplicate document files will be automatically removed with user-friendly duplicate file remover, duplicate remover for music, photos and documents. Get up to 60% more free space, find, locate and remove duplicate files from your desktop computer and notebook. To complete registration and clear your computer from duplicate files, get up to 60% more free space, press the button below:

**IMPORTANT&mdash;READ CAREFULLY:** This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Duplicate File Remover, LLC for the Duplicate File Remover, LLC software that accompanies this EULA, which includes associated media and Duplicate File Remover, LLC Internet-based services ("Software"). An amendment or addendum to this EULA may accompany the Software. **YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND, IF APPLICABLE.**

1. **GRANT OF LICENSE.** Duplicate File Remover, LLC grants you the following rights provided that you comply with all terms and conditions of this EULA:

1.1 **Installation and use.** You may:

- (a) install and use a copy of the Software on one personal computer or other device; and
- (b) install an additional copy of the Software on a second, portable device for the exclusive use of the primary user of the first copy of the Software.

1.2 **Alternative Rights for Storage/Network Use.** As an alternative to Section 1.1(a), you may install a copy of the Software on a network storage device, such as a server computer, and allow one access device, such as a personal computer, to access and use that licensed copy of the Software over a private network. You must obtain a license to the Software for each additional device that accesses and uses the Software installed on the network storage device, except as permitted by Section 1.4 of this EULA.

1.3 **License Grant for Remote Desktop.** You may use remote access technologies, such as the Remote Desktop features, to access and use your licensed copy of the Software, provided that only the primary user of the device hosting the remote desktop session accesses and uses the Software with a remote access device. These remote desktop rights do not permit you to use the Software on both the device hosting the remote desktop session and the access device at the same time.

1.4 **License Grant for Remote Assistance.** You may permit any device to access and use your licensed copy of the Software for the sole purpose of providing you with technical support and maintenance services.

1.5 **License Grant for Media Elements.** The Software may include certain photographs, clip art, shapes, animations, sounds, music and video clips that are identified in the Software for your use (together "Media Elements"). You may copy and modify the Media Elements, and license, display and distribute them, along with your modifications as part of your software products and services, including your web sites, but you are not licensed to do any of the following:

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- &bull; You may not license or distribute any of the Media Elements that include representations of identifiable individuals, governments, logos, initials, emblems, trademarks, or entities for any commercial purposes or to express or imply any endorsement or association with any product, service, entity, or activity.
- &bull; You may not create obscene or scandalous works, as defined by federal law at the time the work is created, using the Media Elements.

In addition, you must (a) indemnify and defend Duplicate File Remover, LLC from and against any claims or lawsuits, including attorneys' fees that arise from or result from the licensing, use or distribution of Media Elements as modified by you, and (b) include a valid copyright notice on your products and services that include the Media Elements.

1.6 **License Grant for Documentation.** The documentation that accompanies the Software is licensed for internal, non-commercial reference purposes only.

1.7 **License Grant for Templates.** The Software may include document templates. You may copy and modify the document templates available as part of the Duplicate File Remover, LLC software that accompanies this EULA and distribute such templates along with your modifications for use by other licensees of the Software. You also may copy, modify and distribute the templates available through related Internet-based services along with your modifications for use by other licensees of the Software, but only for personal or commercial correspondence involving person-to-person

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- You may not distribute the templates available via Internet-based services as part of any product or service.
- You may not copy or post any templates available through Internet-based services on any network computer or broadcast it in any media.

You must indemnify and defend Duplicate File Remover, LLC against any claims or lawsuits, including attorneys' fees, that arise from or result from the licensing or distribution of the templates as modified by you.

## 2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

2.1 **Mandatory Activation.** THERE ARE TECHNOLOGICAL MEASURES IN THIS SOFTWARE THAT ARE DESIGNED TO PREVENT UNLICENSED USE OF THE SOFTWARE. You may not be able to exercise your rights to the Software under this EULA after a finite number of product launches unless you activate your copy of the Software in the manner described during the launch sequence. You may also need to reactivate the Software if you modify your computer hardware or alter the Software. Duplicate File Remover, LLC will use those measures to confirm you have a legally licensed copy of the Software. If you are not using a licensed copy of the Software, you are not allowed to install the Software or future Software updates. Duplicate File Remover, LLC will not collect any personally identifiable information from your device during this process.

2.2 **Internet-Based Services.** You may not use any Duplicate File Remover, LLC Internet-based services associated with the Software in any manner that could damage, disable, overburden, or impair such services or interfere with any other party's use and enjoyment of them. You may not attempt to gain unauthorized access to any service, account, computer systems or networks associated with the Internet-based services.

2.3 **Speech/Handwriting Recognition.** If the Software includes speech and/or handwriting recognition component(s), you should understand that speech and handwriting recognition are inherently statistical processes; that recognition errors are inherent in the processes; that it is your responsibility to provide for the handling of such errors and to monitor the recognition processes and correct any errors. Neither Duplicate File Remover, LLC nor its suppliers shall be liable for any damages arising out of errors in the speech and handwriting recognition processes.

2.4 **Report-Writing Runtime Software Limitations.** The Software may contain report-writing runtime software ("Runtime Software"). Other than use with the Software, you may not use the Runtime Software with any other software application nor use the Runtime Software as part of any process or system that is used to automatically deliver, share or distribute documents or other work created using the Runtime Software.

3. **RESERVATION OF RIGHTS AND OWNERSHIP.** Duplicate File Remover, LLC reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. Duplicate File Remover, LLC or its suppliers own the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold. This EULA does not grant you any rights to trademarks or service marks of Duplicate File Remover, LLC.

4. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

5. **NO RENTAL/COMMERCIAL HOSTING.** You may not rent, lease, lend or provide commercial hosting services with the Software.

6. **CONSENT TO USE OF DATA.** You agree that Duplicate File Remover, LLC and its affiliates may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Software. Duplicate File Remover, LLC may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

7. **LINKS TO THIRD PARTY SITES.** Duplicate File Remover, LLC is not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any changes or updates to third-party sites or services. Duplicate File Remover, LLC is providing these links and access to third-party sites and services to you only as a convenience, and the inclusion of any link or access does not imply an endorsement by Duplicate File Remover, LLC of the third-party site or service.

8. **ADDITIONAL SOFTWARE/SERVICES.** This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that Duplicate File Remover, LLC may provide to you or make available to you after the date you obtain your initial copy of the Software, unless they are accompanied by separate terms. Duplicate File Remover, LLC reserves the right to discontinue Internet-based services provided to you or made available to you through the use of the Software.

9. **UPGRADES.** To use Software identified as an upgrade, you must first be licensed for the software identified by Duplicate File Remover, LLC as eligible for the upgrade. After installing the upgrade, you may no longer use the original software that formed the basis for your upgrade eligibility, except as part of the upgraded software.

10. **NOT FOR RESALE SOFTWARE.** Software identified as "Not for Resale" or "NFR," may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, test or evaluation.

11. **ACADEMIC EDITION SOFTWARE.** To use Software identified as "Academic Edition" or "AE," you must be a "Qualified Educational User."

12. **EXPORT RESTRICTIONS.** You acknowledge that the Software is subject to United States of America export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software, including the United States of America Export Management Regulations, as well as end-user, end-use, and destination restrictions issued by United States of America and other governments.

13. **SEPARATION OF COMPONENTS.** The Software is licensed as a single product. Its component parts may not be

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14. **SOFTWARE TRANSFER.** Internal. You may not transfer your copy of the Software to a different device. Transfer to Third Party. If you are the person who initially licensed the Software, you may make a one-time permanent transfer of this EULA, Software and Certificate of Authenticity (if applicable) to another end user, provided that you do not retain any copies of the Software. This transfer must include all of the Software (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity). The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Software must agree to all the EULA terms.

15. **TERMINATION.** Without prejudice to any other rights, Duplicate File Remover, LLC may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software and all of its component parts.

#### 16. LIMITED WARRANTY FOR SOFTWARE

Duplicate File Remover, LLC warrants that the Software will perform substantially in accordance with the accompanying materials for a period of thirty (30) days from the date of receipt.

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18. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Duplicate File Remover, LLC OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING

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21. APPLICABLE LAW. If you acquired this Software in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this Software in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If you acquired this Software in the European Union, Iceland, Norway, or Switzerland, then local law applies. If you acquired this Software in any other country, then local law may apply.

22. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA which is included with the Software) is the entire agreement between you and Duplicate File Remover, LLC relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Duplicate File Remover, LLC policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

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The guarantee - The Software is designed and offered as a general-purpose software, not for any user's particular purpose. You accept that no Software is error free and you are strongly advised to back-up your files regularly. Provided that you have a valid license, Duplicate File Remover, LLC guarantees that a) for a period of 30 days from the date of receipt of your license to use the Software or the shortest period permitted by applicable law it will perform substantially in accordance with the written materials that accompany the Software; and b) any support services provided by Duplicate File Remover, LLC shall be substantially as described in applicable written materials provided to you by Duplicate File Remover, LLC and Duplicate File Remover, LLC support engineers will use reasonable efforts, care and skill to solve any problem issues. In the event that the Software fails to comply with this guarantee, Duplicate File Remover, LLC will repair or replace the Software. This guarantee is void if failure of the Software results from accident, abuse or misapplication.

Any replacement Software will be guaranteed for the remainder of the original guarantee period or 30 days, whichever period is longer. You agree that the above guarantee is your sole guarantee in relation to the Software and any support services.

Exclusion of All Other Terms - To the maximum extent permitted by applicable law and subject to the guarantee above, Duplicate File Remover, LLC disclaims all warranties, conditions and other terms, either express or implied (whether by statute, common law, collaterally or otherwise) including but not limited to implied warranties of satisfactory quality and fitness for particular purpose with respect to the Software and the written materials that accompany the Software. Any implied warranties that cannot be excluded are limited to 30 days or to the shortest period permitted by applicable law, whichever is greater.

27 September 2008,

Duplicate File Remover, LLC

Legal Department.

Above is presented the end-user license agreement for Duplicate File Remover, LLC software. The leading company solution - Duplicate File Remover Platinum - will remove duplicate files, find duplicate files and delete duplicate files on your computer. Clear computer from duplicate music files, duplicate photos and duplicate documents. All duplicate music, duplicate photo, duplicate video and duplicate document files will be automatically removed with user-friendly

duplicate file remover, duplicate remover for music, photos and documents. Get up to 60% more free space, find, locate and remove duplicate files from your desktop computer and notebook. To complete registration and clear your computer from duplicate files, get up to 60% more free space, press the button below: