

License agreement UPGRADER

1. GENERAL PROVISIONS

1.1. This Agreement (hereinafter the "Agreement") shall be deemed to have been concluded from the date of acceptance by the Licensee of the actions specified in this Agreement.

1.2. The User is obliged to read this Agreement in full before using the Software. The acceptance of the offer, contained in this Agreement, is installation of the Software and/or payment for the use of the Software. Performance by the User of an action on acceptance of the offer means full and unconditional acceptance by the User of conditions of this Agreement.

The Licensor has the right to change the terms of the Agreement unilaterally by publishing a new version of the Agreement in the Software. The User agrees to regularly check the content of the Software for the presence of the amended terms.

2. TERMS AND DEFINITIONS

2.1. Software - a computer program (desktop application for Windows), which is a set of data and commands designed to operate the computer and other computer devices in order to obtain a certain result within the open functionality, which exchanges data with the Server.

2.2. Account - an account of the User, identified by the data specified during registration, available through the Site or the Software, in which the User may change the Software settings and license parameters.

2.3. Website - a set of integrated hardware and software and technical instruments, as well as information intended for publication on the Internet and displayed in certain text, graphic or audio forms at <https://upgrader.gg/>.

2.4. Server - a hardware complex consisting of several server computers, configured and administered in such a way as to provide sufficient performance of the Software when used by the User.

2.5. Licensee or User is a natural person who has accepted the terms of this Agreement.

2.6. Subscription - an automatically renewable right to use the Software according to one of the Tariffs offered by Licensor.

2.7. Tariff - the amount of license remuneration corresponding to the amount of the Software functionality and the period of the Software use, determined by Licensor. All Tariffs available to the User are specified in Appendix No.1 to the Agreement.

3. SUBJECT MATTER

3.1. The subject of this Agreement is the provision by the Licensor to the User of a simple non-exclusive license to use the Software in the manner and on the terms and conditions provided for in this Agreement.

3.2. This Agreement applies to all updates of the Software, which are transferred or made available to the User under this Agreement. At the same time the Licensor has the right to charge additional fees for the license to use the updates.

3.3. The Software is the result of the intellectual activity of the Licensor and is protected by copyright law. Licensor guarantees that he has all the necessary rights to grant the User the rights to use the Software under this Agreement.

3.4. The area of use of the Software under this Agreement is not limited.

3.5. The subject matter of the Agreement is not the sale of goods, provision of services and performance of works by Licensor.

3.6. The Licensee agrees to provide accurate data when using the Software, and bears full responsibility for providing inaccurate data.

3.7. If the User provides the Licensor with an e-mail address, phone number and social network accounts when using the Software, the Licensor undertakes to provide to the above addresses information and advertising messages about changes and improvements in the Software, about changes in the cost of use, about other products and services offered by the Licensor and its partners, about announcements of the Licensor events.

4. THE SCOPE OF THE LICENSE

4.1. The license granted to the User includes the right to use the Software for the period of time and to the extent of open and available functionality provided by the Tariff paid by the User.

4.2. The User is allowed to change the settings of the Software within the limits set by Licensor.

The user may not:

4.2.1. access the source code of the Software, edit and/or study the source code of the Software, or tamper with the technology of the Software.

4.2.2. use the Software to commit illegal actions, including, but not limited to: copyright infringement, spamming, sending threats and insults, spreading false advertising, calling for violent actions, mass riots, extremist or terrorist activities, participation in mass (public) events held in violation of established procedures, unauthorized access to computer information or its changes, disclosure of information constituting specially protected law.

4.2.3. copy, reproduce the Software or some of its elements and save the Software on a tangible medium with the purpose of transferring it to third parties.

4.2.4. place files of viruses and other malicious programs in the Software and/or using the Software, distribute malicious programs using the Software.

4.2.5. try to bypass the technical limitations set forth in the Software.

4.2.6. publish the Software, allowing third parties to copy it.

4.2.7. rent, lease or lend the Software to third parties for profit.

4.2.8. publish information about using the Software without the Licensor's written consent.

4.3. The results of the use of the Software by the User, including all types of entered data or data obtained as a result of the Software operation, including on Users' devices, as well as the exclusive right to such objects, belong to the Licensor.

5. RESTRICTIONS

Except as expressly set out in this License or as permitted by any applicable local laws, you undertake:

5.1. not to copy the Software or Documentation, except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;

5.2. not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Software or Documentation nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;

5.3. not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things, except to the extent that such actions cannot be prohibited because they are necessary to decompile the Software to obtain the information necessary to create an independent program that can be operated with the Software or with another program pursuant to applicable law (Permitted Objective), and provided that the information obtained by you during such activities:

- is used only for the Permitted Objective;
- is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
- is not used to create any software that is substantially similar in its expression to the Software;

5.4. to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;

5.5. to include our copyright notice on all entire and partial copies of the Software in any form;

5.6. not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us; and

5.7. to comply with all applicable technology control or export laws and regulations.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. The Licensor may:

- 6.1.1. check Licensee's compliance with this Agreement, including, but not limited to, by checking the integrity of the Software files, conducting diagnostics, querying event registers, running the Software in test modes, or collecting technical information about the device where the Software is used.
- 6.1.2. expand and modify the functionality of the Software, update the Software without warning the Users.
- 6.1.3. Establish a fee for using the Software, including for Users who started using the Software free of charge.
- 6.1.4. Make changes to the Tariffs without prior notice to the User. New Tariffs do not apply to the period of Subscription paid by the User before the effective date of the new Tariffs.
- 6.1.5. Block access to the Software in case of: violation of the conditions of this Agreement by the User or by decision of a court or other competent state bodies; in case the User has created this Account in addition to his/her existing Account; actions or inactions of the User that can cause a failure of the technical and/or software means of the Licensor or third parties; in case of detection of a DDoS attack directed to the equipment or network resource of the Licensor; If there are suspicions that the User's Account has been unlawfully accessed by third parties; if there are suspicions that the User has performed or is performing other actions which are directly prohibited or not provided for by the Agreement, but which contain an administrative offense or a criminal offense, or which violate rights and legitimate interests of third parties; activities by the User related to searching for vulnerabilities in computing resources owned by Licensor or a third party, in the absence of a prior agreement with Licensor or a third party to conduct such activities, as well as in the event of claims from third parties regarding the use of the Software.
- 6.1.6. Conduct promotions, including by issuing promo codes, providing temporary preferential terms of using the Software to Users.
- 6.1.7. Suspend access to the Software or the Server for the time necessary to perform preventive (maintenance) work on the network and on the Licensor's facilities.
- 6.1.8. Process personal data that became known to Licensor by virtue of this Agreement, namely: to collect, record, systematize, accumulate, store, clarify (update, change), use, delete (destroy), transfer (provide) to third parties for the purposes of exercising rights and performing obligations under this Agreement and in order for Licensor to grant the User a non-exclusive license to use the Software in the manner and on the terms provided for in this Agreement.
- 6.2. The Licensor undertakes to:
 - 6.2.1. provide the User with a simple non-exclusive right to use the Software after the payment of the license.
 - 6.2.2. Inform the User about changes in the Tariffs by means of e-mail and/or publication on the Website and/or in the Software.
- 6.3. The User undertakes to:
 - 6.3.1. Independently ensure the technical ability to use the Software, including:
 - uninterrupted access to the Internet;
 - the availability on the User's computer, from which the Software is accessed, of the necessary software and the amount of memory required to install the Software.
 - 6.3.2. Maintain the performance and proper functioning of their devices.
 - 6.3.3. Ensure the safety of the Software access parameters received from the Licensor in order to protect against unauthorized access.
 - 6.3.4. Use the Software in accordance with the rules and restrictions set forth in this Agreement and materials on the Site.
 - 6.3.5. Allow the Licensor to freely check compliance with the conditions and restrictions during the use of the Software.
 - 6.3.6. Ensure confidentiality of access to the Account.
 - 6.3.7. Notify about the change of the contact person and other details of the Account.
 - 6.3.8. To independently maintain the performance and proper functioning of their devices.
 - 6.3.9. Upon request, provide Licensor with documents and information necessary for Licensor's performance of this Agreement.
 - 6.3.10. Regularly visit the Site and read the official information published by the Licensor.
 - 6.3.11. Do not create more than one Account without prior agreement with the Licensor.

6.3.12. In cases of transferring personal data of third parties to the Licensor, the User guarantees the authority to distribute such personal data.

6.4. The user is entitled to:

6.4.1. Independently choose the Tariff from the Tariffs offered by the Licensor.

6.5. Cancel the Subscription and auto-renew the Subscription in accordance with the procedure set forth in the Agreement.

6.6. Pay the license fee on time and in the amount specified in the User's Tariff.

6.7. Use the Software at your own risk, taking into account that it is provided "as is" and has no guaranteed protection against errors or incorrect actions in the process of its use.

7. PROCEDURE FOR THE TRANSFER OF RIGHTS

7.1. The right to use the Software is transferred to the User by activating the Software after the Subscription payment.

7.2. No transfer of the Software on a tangible medium is made.

8. PAYMENT PROCEDURE

8.1. The amount of the license fee is determined based on the User's Tariff and the period of use of the Software.

8.2. The User is entitled to make regular payments for the use of the Software for any period of time offered by Licensor. In order to make the payment, the User only needs to specify the bank card data without any additional confirmations.

8.3. The User makes payments independently by any of the proposed payment methods according to the current Tariff. The Licensor has the right to automatically debit the payment without any additional confirmation from the Users.

8.4. The license fee is considered to be paid from the moment the appropriate amount of money from the User is received on the Licensor's account. The Licensor has the right to collect the payment of the license fee by means of several debits.

8.5. Upon expiration of the paid period of granting rights, the Tariff is automatically paid and renewed for a new period.

8.6. If the User fails to pay the fee for the next period of using the Software, the Licensor is entitled to automatically debit the cost of using the Software from the card indicated by the User, including the less expensive Tariff.

8.7. Refund of money paid is possible by contacting the Licensor by e-mail in case of absence of the Software performance, if the absence of performance is detected within 48 hours from the moment of payment.

8.8. The Licensor may conduct various promotions which may affect the Subscription price for a particular Subscription Schedule, as well as the duration of the Subscription. Such promotions may include, but are not limited to, issuing promo codes (unique discount codes). In this case, the Tariffs themselves do not change. Discounts received by the User during such promotions may be taken into account when paying for the Subscription, as well as in case of refunds for the paid period.

9. THE PROCEDURE FOR CANCELING SUBSCRIPTIONS

9.1. The User may unilaterally cancel the Subscription by pressing the "unsubscribe" button in the Account or by contacting the Licensor by e-mail.

9.2. Subscription may be canceled by the User at any time. Additional restrictions on cancellation of subscription and payment terms may be specified by Licensor on the Site.

9.3. If the User has not used the right to use the Software transferred by the Licensor, but has not notified the Licensor about the cancellation of the Subscription, the obligations of the Licensor are considered fulfilled in full, and the license fee paid by the User is not refunded.

10. LIABILITY OF THE PARTIES

10.1. The parties to this Agreement shall be liable in accordance with applicable law.

10.2. The User assumes full responsibility for the results of his actions in the Software, as well as for the actions in the Software of third parties to whom the User has provided access to the Software. The

Licensor is not responsible for the actions of the User in the Software and does not guarantee the correction of the results of the User's actions.

10.3. The Licensor is not responsible for the User's inability to use the Software for reasons beyond the control of the Licensor.

10.4. The User is responsible for the legality of the use of the Software, for possible claims of third parties against the User and their consequences.

10.5. The Licensor is not responsible for the result of use or usefulness of the Software provided under this Agreement, as well as for the quality of the User's access to the Software.

10.6. The User is responsible for the safety of the access parameters that allow the User to access the Software and for any losses that may be caused due to unauthorized use of their access.

10.7. The Licensor shall not be liable to the User for any damages, any loss of income, profits, information or savings arising from the use or inability to use the Software, including in case of prior notice from the User of the possibility of such damages, or by any third party claim.

10.8. The Licensor does not guarantee the full performance of the Software and the absence of errors in it. The Licensor is not responsible for any interruptions in the performance of the Software due to software and/or hardware failures by the Licensee, or as a result of the actions/inaction of any third parties.

11. EFFECT OF THE CONTRACT

11.1. If the User violates the terms of this Agreement, the Licensor has the right to terminate the Agreement and immediately block access to the Software without any compensation. In this case the license fee amount is not refunded.

11.2. The Licensor has the right to refuse to perform its obligations under this Agreement without giving a reason, by sending a notice to the User.

12. DISPUTE RESOLUTION

12.1. All disputes and disagreements that may arise between the Parties on issues related to the execution of this Agreement shall be resolved by the Parties through negotiations.

12.2. If the Parties have not settled their dispute by negotiation, such dispute shall be resolved by the Parties in the court at the location of the Licensor.

13. FINAL PROVISIONS

13.1. Relations between the Parties under this Agreement shall be governed by the applicable laws of the Russian Federation.

13.2. The Tariffs specified on the Website are basic, and the Licensor has the right to offer Users other Tariffs and charging conditions by indicating these conditions on the Website.

13.3. By paying for the Subscription or activating a trial Subscription with the bank card information, the User agrees to automatic debit of funds according to the selected Tariff, including recurring debits (periodic acceptance-free payments) by a credit institution authorized by the Licensor.

13.4. After the expiration of the paid period, the funds for the next period will be charged automatically until the User cancels the Subscription. If there are insufficient funds on the User's card account, the Licensor will automatically connect a less expensive Tariff to the User and charge the User according to the new Tariff.

LICENSOR:

Kolhideli LLC.

Company ID: 400053892

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