

END USER LICENSE AGREEMENT, DATA PROTECTION & TERMS OF USE for the software of abylonsoft - Dr. Thomas Klabunde (hereinafter abylonsoft)

(Automatically translated from the German document - Please contact me if you have any questions!)

IMPORTANT - PLEASE READ CAREFULLY

Data protection:

The software (in the following "software") of abylonsoft - Dr. Thomas Klabunde (in the following "abylonsoft") is an offer of abylonsoft - Dr. Thomas Klabunde, Zum Eichwald 43, 55444 Seibersbach (in the following "provider").

Within the scope of the offer, data is collected in order to use the software. The provider's data protection practice complies with the Federal Data Protection Act (BDSG) and the Telemedia Act (TMG).

The use of the software is subject to the following data protection regulations:

- The provider respects the privacy of the user and puts data protection first. The provider undertakes to treat the information provided by the user always with the greatest care. This also applies to cooperation with partners and third parties. However, the provider assumes no liability for partners and third parties. The data provided will not be passed on to partners and third parties for purposes other than the fulfilment of the contract.
- Tracking Tools (Appttrace, Appttrace, Adeven, App Annie, Google Analytics for Apps) do **NOT** evaluate user behavior or data.
- Links to Facebook, Twitter, Goggle and similar services integrated in the software are passive and do **NOT** transmit any data to the corresponding providers. Only when this link is clicked, these providers receive corresponding data (e.g. IP address) via the used browser. Personal data from the software will **NOT** be transmitted.
- The provider collects, stores and processes personal data exclusively according to the valid legal regulations and as far as this is necessary and necessary for the use of the software.
- When using the software no data will be transferred to abylonsoft or third parties. Within the scope of a check for a new software version, only the public IP address of the user is stored.
- The public IP address of the user is considered a personal data record, which may allow a clear conclusion to the identity of the user (personal reference). These personal data are processed by the provider exclusively temporarily within the scope of a software update function (check for new software version) without personal reference. The original data is not saved after the test has been completed.
- The storage and use of the collected and stored data can be revoked at any time without giving reasons. Simply use the contact details below.

Terms of use:

BY INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO

THE TERMS OF THIS LICENSE AGREEMENT / TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS, SELECT DO NOT AGREE DURING INSTALLATION AND THE INSTALLATION WILL BE ABORTED.

SCOPE OF APPLICATION

The following terms of use apply to the use of the software by the user. General terms and conditions of users do not apply in the direct business relationship with the provider even if the provider does not expressly object to them and / or provides its services without contradiction. This also applies in the event that the user has prescribed a special form for the objection. If an objection is excluded, the statutory provisions shall take the place of contradictory conditions. Any deviating terms and conditions will only be accepted if their application has been confirmed in writing by the provider.

The provider reserves the right to change these conditions at any time without giving reasons.

CONCLUSION OF CONTRACT AND RANGE OF SERVICES

Users who are fully contractually capable or who act with the consent of their legal representatives are entitled to use the software.

The company abylonsoft provides security tools for the user for privacy, securely encrypted, destroyed or protected against misuse. Depending on the version, it also makes it easier to set up wireless networks (WiFi) and back up personal data. Any use or exploitation or modification of the software for any other purpose is not permitted.

The user is aware that the offer of the provider can vary. Furthermore, the provider is entitled to suspend or discontinue the offer without giving reasons. Furthermore, the provider is entitled to make technical changes in order to meet the requirements of the market.

DATA PROTECTION

All personal data will be treated confidentially in accordance with data protection regulations.

GENERAL DUTIES TO PROVIDE INFORMATION ON ALTERNATIVE DISPUTE RESOLUTION IN ACCORDANCE WITH ART. 14 ABS. 1 ODR-VO and §36 VSBG (Consumer Dispute Settlement Act)

The European Commission provides an online dispute resolution (OS) platform, which you can find at: <http://ec.europa.eu/consumers/odr/>.

WARRANTY

This license agreement and limited warranty constitutes a legal agreement ("license agreement") between you (either as a natural or legal person) and the company abylonsoft - Dr. Thomas Klabunde about the above mentioned software product ("software"), which includes computer software, data carriers and accompanying online or printed documentation.

If you are the original purchaser of the Software and do not agree to the terms of this License Agreement, immediately return the Software to the location from which you purchased the Software for a full refund.

If you agree to the terms of this license agreement, abylonsoft grants you the right to use the software in the manner described below. This software is the property of abylonsoft or its suppliers and is protected by copyright laws and international copyright treaties. You must therefore use this software like any other material protected by copyright law (e.g. a book), however, you may either make one copy of the software

data before it is actually used. In some states, such as the Federal Republic of Germany, it is not permitted to formulate the limitations of liability as far-reaching as in §11, paragraph 1 of our General Terms and Conditions. This paragraph is invalid there. In this case, and only this case, §11 paragraph 3 and paragraph 8 of our General Terms and Conditions apply.

If the software provided is expressly a free version (freeware, beta, advertising, advertising, test or demo version), §11 paragraph 3 and paragraph 8 of our GTC shall not apply. A beta or test version is by definition buggy and may not contain the full scope of services and their use is only permitted at your own risk. A free advertising or promotional version (e.g. of computer magazines, CD/DVD, Internet or other digital media) is only intended for non-commercial use (private), may not contain the full scope of services and does not entitle to an upgrade or update. The commercial use of freeware requires the prior approval of abylonsoft, whereby a compensation payment is due depending on the use. (Only applicable under the conditions of §11 paragraph 2 of our General Terms and Conditions) Each contracting party is liable for damages caused by culpable violation of an essential contractual obligation in a manner endangering the achievement of the contractual purpose, irrespective of the legal basis. The liability is limited to the contract-typical damage, which each contracting party had to expect at the conclusion of the contract due to the circumstances known to it at that time. abylonsoft is not liable for lacking economic success, lost profit, indirect damages, consequential damages and claims of third parties with exception of claims from infringement of property rights of third parties. The amount of damage according to §11 paragraph 3 and paragraph 4 of our General Terms and Conditions is limited to the amount of the one-time fee of the software, which is the subject of the claim or directly caused the damage. The fees excluding VAT applicable at the time the claim arises shall be decisive. The customer is only liable for the loss of data and its recovery in accordance with §11 paragraph 3 to paragraph 5 of our General Terms and Conditions if such a loss could not have been avoided by the customer through appropriate data backup measures. The limitations of liability according to §11 paragraph 3 to paragraph 6 of our terms and conditions also apply analogously in favor of the employees and representatives of abylonsoft. (Only applicable under the conditions of §11 paragraph 2 of our GTC) The liability of the contracting parties for damages caused by gross negligence or intent of members of the management or executive employees of the contracting parties, as well as a possible liability for the absence of assured characteristics for the violation of copyrights of third parties and for claims based on the Product Liability Act remain unaffected. The customer's claims for warranty and / or damages expire 12 months after the date of purchase of the software.

HIGHLY RISKY ACTIVITIES

The Software is not fault-tolerant and is not designed, manufactured or intended to be used or distributed as an online control tool in hazardous environments requiring fail-safe operation, such as nuclear facilities, aircraft navigation or communication systems, air traffic control, medical equipment or weapon systems, where software failure may result in death or personal injury, serious material damage or environmental damage ("High Risk Activities"). abylonsoft and its suppliers disclaim any express or implied warranty of fitness for high-risk activities.

EUROPEAN SOFTWARE DIRECTIVE:

If the provisions of the Directive of the Council of the European Community of 14 December 2004 are not complied with, the Commission may decide to refer the matter to the Court of Justice. If you wish to obtain the information necessary to achieve interoperability of an independently created computer program with the software as permitted under Section 6 of the Software Directive ("Interoperability Information"), you must notify abylonsoft in writing and specify the type of interoperability information you require and the purpose for which you are used. If abylonsoft reasonably decides that you are entitled to such interoperability information under the software policy, abylonsoft will, in its sole discretion, either (i) provide

such interoperability information or (ii) allow you to reverse engineer the software within the limits and for the purposes prescribed by the software directive and only to the extent necessary to obtain such interoperability information. If abylonsoft chooses the option (i), you provide abylonsoft with all reasonably requested information and support to enable abylonsoft to execute the option (i), and abylonsoft may charge you a reasonable fee for the desired interoperability information, unless such a fee is prohibited under the software policy.

GENERAL PROVISIONS

This license agreement may only be changed in writing to the extent that it is signed by you and an authorized representative of abylonsoft. Any provisions of order forms or other order documents are superseded by this License Agreement.

The terms of this contract are subject to the laws of the Federal Republic of Germany, its interpretation and enforcement, without regard to the United Nations Convention on Contracts for the International Trade in Goods, and is considered a contract under seal. If for any reason a court of competent jurisdiction finds any provision of this Agreement or any part thereof unenforceable, that provision shall be enforced to the maximum extent possible and the remainder of this Agreement shall remain in full force and effect. All limitations and exclusions of liability set forth in this License Agreement shall continue in effect if it is determined that a refund granted has not served its purpose.

This license agreement gives you certain rights that differ from country to country. abylonsoft reserves all rights not expressly granted in this license agreement.

Seibersbach, 22.05.2018

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