



END USER LICENSE AGREEMENT

NOTICE TO USER: THIS IS A CONTRACT AND AT THE END, YOU WILL BE ASKED TO ACCEPT THIS AGREEMENT AND AFTER YOUR ACCEPTANCE, YOU CAN INSTALL. IF YOU DON'T WISH TO ACCEPT THIS AGREEMENT THEN YOU CAN DECLINE IT, IN WHICH YOU CAN'T USE OR INSTALL OR OPERATE OUR ANY OF THE PRODUCT, AS EXPLAINED BELOW. IF YOU ARE INSTALLING THIS SOFTWARE, THAT MEANS YOU ARE ACCEPTING ALL THE TERMS AS WELL AS CONDITIONS OF PROVISIONED AGREEMENT.

EULA or Electronic End User License Agreement is legal agreement between an organization and an individual, the license and RecoveryMails connected with the software available on our website recoverymails.com as licensor in regard to the software present on the website recoverymails.com which you download or downloaded or attained via different resources or media like floppy disks, CD-ROM or via network in the object code form and the related services consisted of without any sort of limitation such as:

The contents of the files, disks, CD ROMS or some other media which this agreement is provisioned, the successor upgrades, patches, enhancements, copies, additions, fixes modifications, or the maintenance releases of the product license to by the licensor availed that updates are not included a new release of the product enduring new numerals like 3.0 or 2.0 editions but also include minor revisions of the tool editions indicating the change in decimal numeral like or 2.4, 2.3 etc connected user document, explanatory materials or the files facilitated in written or in the electronic form. You are entirely subject to the terms and conditions of the End User License Agreement no matter if you access of acquire the product from Licensor or via some other source. The purpose here resolves of the individual person installing or utilizing the product on anyone's behalf or else when product is downloaded or else installed on behalf of the enterprise like an employer you mean the enterprise for which the product is installed or downloaded. It is thus represented that such an organization for which the product is installed or downloaded is available here. The purpose is term organization without any sort of limitation like limited liability company, partnership, corporation, stock company, association, joint trust, joint venture, unincorporated organization, labor organization, or governmental authority. If you agree with the terms and conditions then you can proceed further for accessing, loading, downloading, storing, installing, displaying,

executing, and copying the product in memory of your PC or else attain the benefits from the functionality. In contrast, if you are not agreed with the terms and condition of the mentioned Agreement then Licensor is not willing to provide the license of the product. In such a situation, you are not permitted to operate the use of the product in any manner.

PRIOR CLICKING 'I AGREE' BUTTON, READ THE TERMS AND CONDITIONS OF THIS AGREEMENT VERY CAREFULLY AND ATTENTIVELY. AS SOON AS YOU CLICK 'I AGREE' BUTTON, IT MEANS YOU SIGNED AND IF FAILED TO CLICK 'I AGREE' BUTTON, THAT MEANS YOU ARE CONSENTED TO BOUND AND BECOMING PART OF THE MENTIONED DOCUMENT AND FULLY AGREE WITH THE AGREEMENT. AFTER BECOMING PARTY OF THE DOCUMENT AND AFTER AGREEING WITH THE DOCUMENT WHICH IS ENFORCEABLE LIKE ANY SORT OF WRITTEN DOCUMENT SIGNED BY YOU AND IF YOU FAILED TO AGREE WITH THE TERMS OF THE AGREEMENT THEN SIMPLY CLICK 'EXIT' AND THIS WILL RESULT INTO NO INSTALLATION OF THE SOFTWARE ON YOUR PC.

KNOW ABOUT PROPRIETARY RIGHTS AND NON-DISCLOSURE:

Ownership Rights: If you agree with the product and authorship, ideas, ways to operate, documentation and any other related info consisted of product are considered as intellectual properties or even the valuable trade secrets of Licensor of the suppliers or licensors and are completely secured by civil as well as criminal law, law of copyright, trademark, secret, patent of USA, various other countries and lastly international treaties. If you wanted to use trademark then you may use only for identification of the print out which is produced by Product according with the accepted trademark practice such as trademark of the owner's name. The licensor as well as suppliers own as well as retain the right, interest and title and to the product consisted with no sort of error troubles, enhancements, modifications, corrections, updates etc. We assure you that your possession, installation, and the use of the product fail to move any title to intellectual property in the software product. Also you will be able to avail the rights to Product including set forth in the agreement. The copies of the product are made under must consisted of similar proprietary notice which appear on and in the product. According to this agreement, you are no granted any sort of Intellectual property rights in the products and you will know about the license as granted here in under this agreement provide you with the right of limited use of terms as well as conditions of the Agreement.

Source Code: You will acknowledge regarding the source code about the product which is proprietary to the licensor or the suppliers make trade secrets of the licensor or

the suppliers or licensors. If you are agreed not to make any sort of alterations, translation, reverse engineer, disassemble or else try to make out the source code of the product in any manner.

Confidential Info: You agree with that or otherwise facilitated in the product consisted of particular design as well as structure of the specific programs as well as product constitute the confidential proprietary info about Licensor or suppliers. You must agree not to copy, transfer, unveil, or facilitate make available the confidential info in any form to the third-party for purposes such as License Key which means a file or the unique sequence of the digits or symbols provided by licensor confirming about the buying of the license from licensor carrying info about License, user name, license type. Enable the complete functionality of the product according to the license granted under the agreement. You need to agree to execute some security measures for protecting the confidential info which you might make or distribute the limitless copies of demo edition in object code. The distribution of free demonstration edition do not contribute to buying the bundle the Product along with any other product or material, such as DVD or CD compilations, or will not charge the single penny without the written consent of Licensor. In case you download the product from Internet or the same on-line source, then ensure for including the copyright notice of the resident on Software with any of the on-line distribution and any media that you deal out including the product.

GRANT OF LICENSE:

License: The Licensor provides you non-exclusive as well as non-transferable license for storing, loading, installing, executing, and displaying the particular version of the tool on particular computers, personal digital assistants, workstations, hand-held devices, or various other electronic devices for which the software designed by software engineers and after agreeing to terms as well as conditions of the License and you agree & accept such License as mentioned below:

DEMO Edition: The Licensor permit you with the non-transferable as well as non-exclusive license for storing, loading, installing, execute, and show the working of the software on the specified number of computer machines, personal digital assistants, workstations, hand-held devices, or many other electronic devices for which the software is created

Personal Use License: If user opts for Personal License agreeing upon the terms which are specified in the Personal License packaging for the Product, or you may make utilization of the Product for Personal Use only. This implies that Personal Use means personal non-commercial use, and not the profit of clients by excluding commercial needs including any sort of limitation like advertising marketing and

promotional services on behalf of client, employer, employee or for your personal benefit, any product which are commercially distributed, for not the purpose of fee. Any material or services for sale or for which the fees or charges are either paid or received. The purchase of the Personal License means Licensee can install and Use one copy of the Product licensed under the Personal License on one (1) Client Device.

Business License: If Product is purchased under Business License then its terms are specified in right invoice of packing of the product which you operate the Product for Business Use only. This implies any operation of the Product for accomplishing business needs, commercial, or government needs in accordance with the documentation. The purchase of one business license means to Operate one copy of the Product which is licensed under Business License on one Client Device provided if either multiple or else volume Business License is bought.

Licensors will initiate your email Technical Support Service from the date when license is purchased. The terms and conditions of support can undergo change without giving any notice.

Free Demo Edition: If you have availed, downloaded or installed the free demo edition of the product then hereby it is granted the investigation of the license for the tool and you might use the product for fulfilling evaluation requirements and under the valid evaluation period which is for 30 days from the date of installation. User is not recommended to use beyond the evaluation period due to certain restrictions.

UPDATES:

During the term agreement, you can download the updates of the products when as the licensor publishes in the website or via online services. The agreement is not construed for granting any rights or license with due regard to the New release of product or entitlement for the New release. The agreement does not provide any proviso to licensor for providing any sort of updates.

Term and Termination: The beginning of the term of the product will begin as soon as you download or install the product and will continue or else be terminated for the term specified under license. The licensor can terminate the agreement by providing the superseding Agreement of the product or by replacing the edited edition of or upgrading of new release of the product and condition which shall continue with the use of the product of any such replacement which is upgraded or altered or newly released on acceptance of the superseding agreement. This agreement is terminated by licensor without any notice if in any situation you fail to comply with any conditions of the agreement.

Material Terms and Conditions: You might be agreed with the each of the terms and conditions of Section 2 and failure of you will lead to comply with the terms and conditions which consisted of the sufficient of the cause of the licensor to terminate the agreement and license granted under the agreement. The section 2.5 is not applied here in determining the materiality of any facilities or breach of the agreement by any other party too.

No Transfers: In any of the situations, you cannot sell, rent, lease, license, publish, display, sublicense, distribute, or move to the third party the Product, any copy or use utilization in the whole part without the consent of licensor. When there is some logical right which is granted to the law in your Jurisdiction according to which you may transfer the rights agreeing with the agreement to another person's entity provided that you may also move the Agreement, printed material, Product, software or hardware, installed or pre-installed with the Product consisted of copies, prior editions, etc. Also retain no copies such as backup or stored in the device of the client. Or else catching the party accepting the terms and conditions of the agreement and other terms and conditions on which you legally make purchase of the product.

Prohibitions: Except provided in this agreement, you cannot use or copy or sell, or disassemble or modify or decompile etc or else reverse engineer, or may reduce any part of the Product onto human readable form or switch the licensed Product, or any division of the licensed Product, nor do not permit any third party to do that, only to the limit to the previous restrictions is expressed prohibited by the law. You cannot alter or create the derivative work which is based on the product all over or in certain parts. If there is any such authorization then it will result into unauthorized use which will result into termination of the agreement of license granted many lead to criminal or civil law.

License Key: You are not permitted to give, sell, and transfer the registration key or copy to third-party. The license key is not meant to be distributed except within the area under legal control of the license holder. If this is done then this will result into infringement of the copyright. This may leads to pay the heavy amount which licensor or the licensors incurred in defending on them.

Proprietary Copies and Notices: You are not liable to remove any sort of proprietary notices or the labels on the Product. You also cannot copy the product except permitted in Section 2 and above that No

Transfer of Rights: Only as per provided here, you are not permitted to transfer or assign any sort of rights to the below given Agreement or any of the obligations of the license holders.

Compliance with Law: If you are agreed with the operations of the product or in using any sort of info resulted into operations of the product then you will be comply with

national, state, international, regional in accordance with laws and regulations of privacy, export control, copyright, and obscenity law Some Additional Protection Measures: In order to prevent the improper use of the license of the product, make sure that software is installed on your PC which is designed for preventing the unlicensed use and license might use the technology for confirmation of the licensed copy of the product. The up gradation of the products take place soon after software is installed. If you fail to use licensed copy and not allowed to install the updates then licensor will not collect any personal info from your PC during the process

NO WARRANTY AND DISCLAIMER

Limited Warranty: There is limited warranty which is based on the free trial editions product sample, NFR, etc. In order to make a warranty claim, return the products to location from where you have collected with proof within the period of 2 months. You will get specific legal rights and the additional rights vary from one jurisdiction to another.

Resolution to Customer Remedies: The licensor and suppliers liability and the exclusive solution for any breach of the warranty shall be the licensor option such as return of the buying of the cost paid for the license, or the replacement of the defective media in which product is consisted into or improvement in case of defects like errors within the limited time period. Ensure to return the defective media to licensor at your expense with the copy of receipt.

No Indirect Or Any Other Warranty: Excluding just foregoing warranty and any sort of warranty, condition or term to the extent to which the same failed to be excluded or limited by the law, to you in the jurisdiction, the software is facilitated with no guarantee and licensor will hardly make any promise, warranty by common law, custom usage etc. You must take seriously all the risks as well as responsibility for the chosen product for achieving the required results. Licensor is not required to make any warranty that product is error-free or free from any faults. The maximum possible permission provided by the law, the licensor disclaim the warranty but not warranty to the implied warranties, non-infringement of third party rights, quality or status of the product. There are some jurisdictions which are not allowing any limitations as well as warranties thus the given limitation is not implied to those. It is also important to acknowledge the factors such as system maintenance, natural hurdles, technical issues, and virus issues, denial of service attacks, etc need to be considered seriously.

Restricted Liability: There shall be no liability for the consequential damage. You might have assumed the cost of any sort of damage which is resulted from the use of the product and info consisted of the products as well as the interaction with any hardware or software whether provided by the license holder or third-party within the

extent that law has provided including any limitation, damage, business loss or profit, business hurdles, loss of goodwill, work stoppage etc rising out of use of the product or else incompatibility of the product with software or hardware usage. In case if such a party is advised for any possibility of the changes then there shall be any event where licensor take up all the liability regarding all the damage in any one or else cause of the action whether in contract or exceed the amount paid by you for product. However, this limitation is not considered valid when a person is injured or become victim of death.

INFORMATION AND THE LICENSOR'S PRIVACY POLICY:

Privacy Policy: It is hereby expressed the consent of the licensor's processing of the personal data as per the licensor's current privacy policy according to the date of effectiveness which is incorporated with the agreement. As soon as you agree with the agreement, licensor need to collect and retain the info such as your name, email address, and credit info etc. The employee of the licensor as well as individuals can execute the functions like filling order, delivery of the products, sending of the email or postal mail etc. They need to go through the personal info for performing so many functions but not permitted to use for fulfilling any sort of needs. The licensor publish privacy policy on the website and might amend the policy time to time. You must consider for the licensor's policy before you agree to the agreement for detailed info of how the info will be stored and used by licensor. If you are an entrepreneur then rest assured that every member may provide consent to the license.

MISCELLANEOUS:

Jurisdiction, governing law and Venue: This agreement will be governed and enforced according to laws followed in New Delhi, India. There shall be no conflict of principles and law rules. You need to agree to the Indian jurisdiction of the courts in New Delhi regarding any cause behind action and claim or relating to the legal action which licensor has brought. The mentioned agreement hardly governed by United Nations convention based on the contracts of International Sale of Goods. The application is disclaimed as well as excluded and if you are agreed with the Agreement then it has to be executed in any sort of action, controversy, action, claims etc which are instituted entirely based on the agreement rising out of the agreement or if any illegal breach is discovered then he or she will be prosecuted in court. You need to extent the permission by the law and waive the right of change of the state, district, country, jurisdiction etc.

What is the right Period for Bringing into Action? There will be no action without any form of transactions under the mentioned agreement which may be brought by the party more than one year after cause of action appear or was found to be occurred except the action of infringement of the intellectual property which may be brought with the maximum statutory period.

The Complete Agreement: This agreement forms the complete agreement between you as well as the prior agreement, proposal, advertising, communication in written or oral with respect to Product or subject the matter of this agreement which is provided by licensor or else you may make any alterations, changes, or limit the applicability of the terms of the agreement written agreement by referring the section 7.3 of the agreement and provided for any changes. You need to acknowledge about reading of this Agreement and you are bound by its terms. If any proviso is found by the court and found incomplete, useless or enforced due to any reasons in completeness or in small portions. This proviso will become construed and if the agreement is not continued in full force and effect to permission of the law. There will be no waiver of the breach of any sort of provision of the agreement which result into waiver of any prior or succeeding breach.

Copyright © 2015 – 2018 by RecoveryMails Software Inc.
All rights reserved.