

End User License EULA

The following terms of DONIT DON PRO Service ("Service") and end user license EULA ("EULA") constitute an EULA between you and DONIT d.o.o. and its affiliates ("DONIT"). This EULA governs your use of Software and DONIT Services as defined here and in Terms of use, which this EULA is a part of.

If you do not accept the terms of this EULA, do not install, use or access the DONIT Services.

By clicking the "ACCEPT" or "ACTIVATE" or similar option in connection with this EULA, you agreed to be bound by these terms and conditions not just with respect to DONIT Services you are obtaining at the time, but also for any additional DONIT Service you later acquire directly or indirectly through that first DONIT Service, including new and different Service or DONIT, or updates and upgrades to a prior DONIT Service, for which you do not accept a separate end user license EULA.

If you do not wish to agree to these terms, please click "DECLINE" or "CANCEL" or "BACK" or any similar option presented with this EULA. If you do so, you will not be able to use DONIT Services covered by this EULA. If you decline to accept this EULA, or if you are not satisfied with DONIT Service for any other reason, you may obtain a refund of the amounts you have paid for DONIT Services within the past 30 days by following the instructions here.

DONIT may amend this EULA at any time by notice provided to you in accordance with this EULA, and your continued use of, or decision not to seek a refund for DONIT Service at any point at least 30 days after the notice date will constitute your acceptance of the amendment of this EULA. DONIT may require that you accept the amendment of this EULA in order to continue using DONIT Service you have previously purchased. If you decline to accept the amendment of this EULA, DONIT may terminate your use of the affected DONIT Service, in which case DONIT refund the amounts you paid for the Service (prorated for the unexpired or unused portion of the Subscription Term), if you payed. By downloading, installing, or using the software, you are representing that you purchased the software from an approved source and binding yourself to the EULA. The following terms of the EULA govern your use of the Software (defined below), except to the extent: (a) there is a separate signed contract between you and DONIT governing customer's use of the software, or (b) the software includes a separate "click-accept" license EULA or third party license EULA as part of the installation or download process governing your use of the software. To the extent of a conflict between the provisions of the foregoing documents, the order of precedence shall be (1) the signed contract, (2) the click-accept EULA or third party license EULA, and (3) the EULA.

If, in the course of acquiring a DONIT Service you provided DONIT with an email address and that email address later changes, you must update your user profile to ensure that you receive notices about Subscription Period extensions and other important information about this EULA and the DONIT Services

DONIT, subject to the Special Terms, may from time to time update any DONIT Service or replace a DONIT Service with another DONIT Service with similar functionality without requesting or obtaining your separate consent, and your Device or certain Device functions may not be available to you while the Update is in process;

DONIT collects and uses certain information concerning your use of DONIT Services in accordance with its Privacy Policy;

Before entering in the EULA you represent that you are 18 years of age or older, and are authorized to accept this EULA on behalf of all of the individuals and entities for whom (or for whose Devices) you obtain DONIT Services.

AGREED TERMS

“Applicable Conditions” with respect to any DONIT Services, means the Subscription Term for the DONIT Services, whether the Subscription Term automatically extends. The Applicable Conditions are specified (i) on the checkout payment page if you obtain the DONIT Services over the Internet, from a Mobile App Store or by other electronic means, (ii) by telephone or email communication when you purchase the DONIT Services.

“Authorized Purposes” means with respect to DONIT Services, your personal use or internal commercial use, and in each case not for resale or other exploitation for the benefit of a third party.

“DONIT ” means DONIT , a company formed under the laws of Slovenia

“Device” means any mobile phone, mobile device, tablet, mobile network appliance, other mobile product (each, a “Mobile Device”), personal computer, Internet-connected device, or any other device supported by DONIT as specified in Terms of use and in the Technical Specifications in respect of the DONIT Services.

“Documentation” means written information (whether contained in user or technical manuals, training materials, specifications or otherwise) pertaining to the Software and made available by an Approved Source with the Software in any manner

“Extension Term” has the meaning ascribed to it by below terms

“Group Company” means, with respect to DONIT , an entity controlling, controlled by or under common control with the DONIT .

“Control,” as used in this section, means ownership of more than 50% of the outstanding voting interest of the applicable entity.

A “Person” includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns

“Personally Identifiable Information” means information that can be used to uniquely identify, contact, or locate a single individual or can be used with other sources to uniquely identify a single individual including, as applicable under applicable law, personal data (as the term is used by the General Data Protection Regulation (EU) 2016/679).

“Privacy Policy” means the DONIT privacy policy available at <http://donit.eu/terms-conditions/> as updated from time to time.

“Software” means all software programs distributed, published or otherwise made available by DONIT or its affiliates. Software also includes Documentation, updates and upgrades as well as accompanying manual(s) and other written, files, electronic or on-line materials or documentation, and any and all copies of such software and its materials, which is part of Service

“Services” means all Services made available by DONIT, including but not limited to Services accessed through webpage www.DONIT.EU, by means of a browser or by other online communication method.

“Software and Services” are collectively referred to as “DONIT Services”.

“Subscription Term” with respect to each DONIT Services, means the means the period beginning on the date you obtain the DONIT Services and continuing for the term (defined by the passage of time, your use of the DONIT Services or another metric) specified by the Applicable Conditions

“Third Party Materials” means software, Services, websites, offers and promotions or products provided by any third party and governed by Third Party Terms and Conditions.

“Third Party Terms and Conditions” means any license EULAs, terms of use, terms of Service, privacy policies and other conditions established by third parties governing access to or use of Third Party Materials.

“Update/Upgrade” means content or code DONIT deploys to update or/and upgrade DONIT Services including but not limited to new releases or versions of Software, updated malware signatures, spyware definitions, anti-spam rules, virus definitions, URL black or white lists, firewall rules, intrusion detection data, lists of authenticated web pages, and vulnerability data; or any other available update provided by DONIT from time to time in connection with a DONIT Services.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this EULA.

LICENSE GRANT

Conditioned upon compliance with the terms and conditions of the EULA, DONIT grants to you a nonexclusive, non sublicensable and nontransferable license to use for Authorized Purpose the DONIT Service for which you have paid the required license fees to an Approved Source. Unless otherwise expressly provided in the Documentation or any applicable Supplemental License EULA, you shall use the Software solely as embedded in and used for Authorized purposes. No other licenses are granted by implication, estoppel or otherwise. In addition to the limitations established by this EULA you will not (i) copy Software for any purpose other than, as reasonably necessary to use the same as contemplated by this EULA, and to preserve uninstalled/off-line copy for disaster recovery purposes; (ii) install the Software on any operating system not supported by DONIT, or (iii) remove any copyright, trademark or other proprietary notices from the Software.

LICENSE TERM

The Subscription term under this EULA shall commence on the date that you accept this EULA and install or otherwise use the Software and/or DONIT Services and ends on the earlier date of either your disposal of the Software and/or DONIT Services or DONIT 's termination of this EULA. You may terminate the EULA and the license at any time by

destroying all copies of Software and any Documentation. Your rights under the EULA will terminate immediately without notice from DONIT if you fail to comply with any provision of the EULA. Upon termination, you shall destroy all copies of Software and Documentation in your possession or control. All your confidentiality obligations, all restrictions and limitations imposed on you under the section titled "General Limitations" and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this EULA. In addition, the provisions of the sections DONIT Intellectual property, Limitation of liability and Limited Warranty shall survive termination of the EULA.

DONIT, in addition to such other rights as may be available at law, in equity or otherwise, may terminate your license to any or all DONIT Services without liability (i) for convenience on five (5) days' prior notice, provided that DONIT, in its sole discretion, shall for paid DONIT Services, grant a license for a substantially similar product for the remainder of the Subscription Term, or (ii) for cause at any time without notice.

GENERAL LIMITATION

This is a license, not a transfer of title, to the DONIT Service, and DONIT retains ownership of all copies of DONIT Service. You acknowledge that DONIT Services contain trade secrets of DONIT or its DONIT's licensors, including but not limited to the specific internal design and structure of individual programs and associated interface information and Documentation. Except as otherwise expressly provided under the EULA, you shall only use DONIT Services in connection with the use of DONIT Service you purchased from an Approved Source and you shall have no right, and you specifically agrees not to:

(i) transfer, assign or sublicense your license rights to any other person or entity (other than in compliance with any DONIT relicensing/transfer policy then in force) and you acknowledge that any attempted transfer, assignment, sublicense or use shall be void;

(ii) make error corrections to or otherwise modify or adapt the DONIT Service or create derivative works based upon the DONIT Service, or permit third parties to do the same;

(iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce DONIT Service to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction or except to the extent that DONIT is legally required to permit such specific activity pursuant to any applicable open source license;

(iv) use or permit DONIT Service to be used to perform DONIT Services for third parties, without the express written authorization of DONIT; or

(v) disclose, provide, or otherwise make available trade secrets contained within DONIT Services in any form to any third party without the prior written consent of DONIT. You shall implement reasonable security measures to protect such trade secrets.

UPDATES/UPGRADES AND ADDITIONAL COPIES.

Notwithstanding any other provision of the EULA: (1) You have no license or right to make or use any additional copies or upgrades unless you, at the time of making or acquiring such copy or upgrade, already hold a valid license to the original DONIT Service and have paid the applicable fee to an approved source for the upgrade or additional copies; (2) use of upgrades is limited to DONIT Service supplied by an approved source for which you are the original end user purchaser or otherwise hold a valid license to use DONIT Service which is being upgraded; and (3) the making and use of additional copies is limited to necessary backup purposes only. Updates will be deemed a part of the DONIT Services for all purposes under this EULA. Updates may include both additions to and removals of particular functionality offered by a DONIT Services or may replace it entirely, and the content and functionality of such updates is at the sole discretion of DONIT. DONIT or your Device may offer you the option to decline or delay Updates, but you must download and permit installation of all available Updates to obtain maximum benefit from the DONIT Services. DONIT may stop providing support for a DONIT Services until you have accepted and installed all Updates. DONIT will determine when and if Updates are appropriate and has no obligation to make any Updates available to you. DONIT in its sole discretion may stop providing Updates for any version of the DONIT Services other than the most current version, or Updates supporting use of the DONIT Services in connection with any versions of operating systems, email programs, browser programs and other software with which the DONIT Services is designed to operate.

PROPRIETARY NOTICES

You agree to maintain and reproduce all copyright, proprietary, and other notices on all copies, in any form, of DONIT Service in the same form and manner that such copyright and other proprietary notices are included on DONIT Service. Except as expressly authorized in the EULA, Customer shall not make any copies or duplicates of any Software without the prior written permission of DONIT.

EXPORT, RE-EXPORT, TRANSFER AND USE CONTROLS

DONIT Service or direct products thereof supplied by DONIT under the EULA are subject to export controls under the laws and regulations of the Republic of Slovenia and any other applicable countries' laws and regulations. Information regarding compliance with export, re-

export, transfer and use are part of Terms of use. You certify that you are not a person with whom DONIT is prohibited from transacting business under applicable law.

IDENTIFIED COMPONENTS; ADDITIONAL TERMS

DONIT Service may contain or be delivered with one or more components, which may include third-party components, identified by DONIT in Service, readme.txt file, third-party click-accept or elsewhere (the "Identified Component(s)") as being subject to different license EULA terms, disclaimers of warranties, limited warranties or other terms and conditions (collectively, "Additional Terms") than those set forth herein. You agree to the applicable Additional Terms for any such Identified Component(s).

LIMITED WARRANTY

The Software in DONIT Service is provided "AS IS". This limited warranty extends only to the Software you purchased from an Approved Source. Your sole and exclusive remedy and the entire liability of DONIT and its Affiliate under this limited warranty will be (i) replacement of defective media and/or (ii) at DONIT 's option, repair, replacement, or refund of the purchase price of the Software, in both cases subject to the condition that any error or defect constituting a breach of this limited warranty is reported to the Approved Source supplying the Software to you within the warranty period. DONIT or the Approved Source supplying the Software to you may, at its option, require return of the Software and/or Documentation as a condition to the remedy. In no event does DONIT warrants that the Software is error free or that you will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, DONIT does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

LIMITATION OF LIABILITY

DONIT and it's partners are not being held liable for any damages or losses as defined in Terms of use, which this EULA is part of.

REGISTRATION AND PRIVACY

In order to activate any DONIT Service, you, or a third party you have authorized to do so on your behalf, may be required to register with DONIT over the Internet or by telephone. As a material condition for DONIT to grant the licenses and provide DONIT Services contemplated by this EULA, you represent that the registration information you or the authorized third party provide to DONIT (including your e-mail address in particular) is accurate and complete as of

the date you register and you will keep it up to date when and if any changes are made and, Notwithstanding any provision of the DONIT privacy policy, you consent during your Subscription terms, and for a year after the expiration or termination of your Subscription term (or for as long as permitted by applicable law) to (i) DONIT 's sharing your contact information with its group companies, affiliates, agents, licensors, representatives, suppliers, distributors, resellers and other business partners, and (ii) use of that contact information by DONIT, its group companies, affiliates, agents, licensors, representatives, suppliers, distributors, resellers and other business partners to present you with information that might be relevant to you, including offers of software, DONIT services and other products. For more details on registration and privacy information, please visit [DONIT Privacy Policy](#).

CHANGES AND MODIFICATION

This EULA represents the complete EULA concerning this license between the parties and supersedes all prior EULAs and representations between them. DONIT reserves the right, at its discretion, to change, modify, add or remove portions of this EULA by posting the updated EULA on DONIT 's website. You will be deemed to have accepted such changes by continuing to use the DONIT Services. If any provision of this EULA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this EULA shall not be affected