

HWiNFO END-USER LICENSE AGREEMENT (EULA)

IMPORTANT - PLEASE READ CAREFULLY

This End-User License Agreement is a legal agreement between you (either an individual or a single entity) and REALiX (further also referred as the "Licensor")

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HWiNFO as a shortcut covers different products to which different licensing terms apply. This includes: HWiNFO64, HWiNFO64 Pro, HWiNFO32, HWiNFO for DOS.

HWiNFO32, HWiNFO for DOS are freeware. These products are allowed to be used free in both non-commercial and commercial environments.

HWiNFO64 is freeware for non-commercial use only. Use in a commercial environment or for commercial purposes is allowed for a 14-day evaluation only.

HWiNFO64 Pro is an individually licensed copy of HWiNFO64 (HWiNFO64 + valid license key) that when used with a valid commercial type of license is allowed to be used in commercial environment.

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1.1 LICENSE TYPES AND RESTRICTIONS

A license grants the user (or company) additional usage rights and may offer additional features. Different types of licenses and volume discounts are offered:

- Personal License: Allows non-commercial use only. One license permits 1 user to use the licensed product on 5 computers.
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- Corporate License: Allows non-commercial and commercial use. One license permits using the licensed product on 1 computer within the licensed company/organization by an unlimited number of users.

HWiNFO64 can be upgraded to HWiNFO64 Pro by purchasing a license. More details about licenses and purchase options can be found at:
<https://www.hwinfo.com/licenses/>

Upon a successful purchase, the user will receive an individually generated license key file via e-mail. This key file contains encrypted information about the license and together with a copy of HWiNFO64 forms HWiNFO64 Pro.

The license key file must remain within the licensed subject only and must not be installed on computers not covered by the license or provided to other persons or subjects to which the license was not issued.

1.2. PAYMENTS

All payments are processed via a licensed partner and payment processor - 2Checkout.

After successful completion of license purchase the customer will be billed by 2Checkout and receive the license key via e-mail.

Refunds are accepted up to 14 days from the date of placing the order and are subject to individual review.

1.2. LICENSE RENEWAL

A license is issued with a limited Maintenance Period during which the licensed subject is entitled to use the license key on all updates of the Software at no additional cost.

After expiry of the Maintenance Period, versions issued before the expiry date will continue to work as licensed copies, but all versions released after that date will require a new license.

A license can be extended by issuing a renewal request and purchasing a license extension which is available at a reduced cost.

Upon expiry of Maintenance Period the payment processor may contact the customer with an offer for license extension.

During purchase process the customer can request the payment processor to activate automatic renewal of the license. In such case the payment processor will automatically bill the customer upon expiry of the Maintenance Period until cancelled by customer.

1.4. COPYRIGHT

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You assume responsibility for the selection of this program to achieve your intended results, and for its installation and subsequent use.

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If you find software defects in the Software, you can report them to the Licensor. Licensor will evaluate them and, at its sole discretion, may address them in a future revision of the software.

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Updates to the Software (including, but not limited to bug fixes, upgrades, hot fixes, enhancements, modifications, new releases) are provided in the sole discretion of the Licensor.

If Licensor does provide you with any updates, such updates shall be subject to the terms and conditions of this Agreement (including the License) or such agreement, if any, which accompanies such updates.

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Should the Software prove defective, you (and not the Licensor) assume the entire cost of all necessary servicing, repair, or correction. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. The foregoing does not affect or prejudice your statutory rights.

Good data processing procedure dictates that any program be thoroughly tested with non-critical data before relying on it.

4. PRIVACY STATEMENT

The Software collects system-related information (hardware/software inventory, system health status), which is its main role. This information is made available only to the current user and the Software does not submit this information to other parties without user's consent.

No personally identifiable information is collected by the Software and no information is transmitted to other remote servers.

The Software might require an internet connection, which is used only to receive the latest version information from a remote server.

The Remote Sensor Monitoring feature can transmit sensor information to remote systems, but it does so only when explicitly configured by the user to create such connections.

5. LIMITATION OF LIABILITY

IN NO EVENT WILL THE LICENSOR BE LIABLE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, CLAIMS OR ACTIONS, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS OR ACTIONS. FURTHER, IN NO EVENT WILL THE LICENSOR BE LIABLE FOR ANY CLAIMS BY ANY OTHER PARTY ARISING OUT OF YOUR USE OF THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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You agree to indemnify, defend, and hold the Licensor harmless from and against any claims or lawsuits, including costs and attorneys fees, that arise or result from the use of the Software, provided the Licensor gives you prompt written notice of any such claim, tenders to you the defense or settlement of such a claim at your expense and cooperates with you at your expense in defending or settling such claim.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Slovakia. Any legal proceedings arising under this Agreement shall be instituted only in the courts of Slovakia. The parties opt out of the United Nations Convention on the Sale of Goods and choose the laws of the Slovakia to apply to the Agreement and performance hereunder.

8. SEVERABILITY

Should any term of this Agreement be declared invalid, illegal, void, or not enforceable by any court of competent jurisdiction, such provision shall be severed from this Agreement, and the remaining terms shall remain in full force and effect.

9. WAIVER

The waiver or failure of either party to exercise or enforce in any respect any of its rights provided for in this Agreement or take action against the other party in the event of a breach of this Agreement shall not be deemed a waiver of any further right under this Agreement by such party or the right to subsequent enforcement of its rights or actions in the event of subsequent or the same breaches by the other party.

10. TRADEMARKS

The names of companies and products mentioned in the Software or in the materials may be the trademarks of their respective owners.

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BY USING THIS SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

YOU FURTHER AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND THE LICENSOR REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND THE LICENSOR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

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At your option and expense, and under a separate agreement, the Licensor may provide you with support services related to your use of the Software.

Any supplemental software code provided to you as part of the support services shall be considered part of the Software and subject to the terms and conditions of this License Agreement.