

## **License Agreement for the Use of the EveryLang Program**

Before using the program, please, read the terms of the license agreement below. Any use of the program means your full and unconditional acceptance of the terms of the agreement.

If you do not accept the terms of the license agreement in full, you may not use the program for any purposes.

### **1. General Terms**

1.1. This License Agreement (hereinafter referred to as the "License") sets the terms of using the EveryLang software program (hereinafter referred to as the "Program") and is concluded between any person using the Program (hereinafter referred to as the "User") and author (Gulyaev Sergey Alexandrovich), which is the owner of the exclusive right to the Program (hereinafter referred to as the "Right Owner").

1.2. By copying the Program, installing it on your personal computer or using the Program in any manner, the User expresses its full and unconditional agreement with all the terms of the License.

1.3. Use of the Program is allowed only on the terms of this License. If the User does not accept the terms of the License in full, the User has not the right to use the Program for any purposes. Using the Program in violation of (without meeting) any of the terms hereof is prohibited.

1.4. Using the free version of the Program on the terms of this License for personal non-commercial purposes is free of charge.

1.5. Use of the Program on the terms of this License for commercial purposes is possible only in the PRO version.

1.4. Use of the Program on terms and in a manner not provided for in this License is possible only under a separate agreement with the Right Owner.

### **2. PRO version of the Program and the period of use of the software product**

2.1. Before purchasing the PRO version of the Program the user has the opportunity to test the full version of the Program, using their right of free use the PRO version of the Software during the trial period, which is 14 days from the date of activation of the trial period.

2.2. By purchasing the PRO version of the Program, the user confirms that he has carefully examined the features of the PRO version of the Program, it is satisfied with her work, and the program meets all his expectations.

2.3. The amount of remuneration for granting the right to use the PRO version of the Program is calculated by the franchisor in accordance with the valid price list at the time of conclusion of this agreement.

2.4. The expiration of the paid license depends on the license type purchased by the user.

2.5 To use the PRO version on multiple computers, you must purchase a license for the required number of seats at once, or purchase them in the future.

2.6 When activating the PRO version on another computer, if the number of seats is exhausted, reactivation occurs, the license is deactivated at the last seat and activated on the new one, the number of reactivations is no more than 5 times in the last 30 days.

### **3. Rights to the Program**

3.1. The exclusive right to the Program belongs to the Right Owner.

### **4. License**

4.1. The Right Owner furnishes the User for no compensation with a non-transferable right to use the Program worldwide, under the terms of an ordinary (non-exclusive) license, as follows:

4.1.1. To use the Program for its direct functional purpose, for which purpose to copy and install (reproduce) it on the User's personal computer(s). The User may install the Program on an unlimited number of personal computers.

4.1.2. To reproduce and distribute the Program for non-commercial purposes (for no compensation).

### **5. Restrictions**

5.1. Except when using to the extent and in the manner expressly provided for in this License or the law of the Russian Federation, the User has not the right to modify, decompile, disassemble, decrypt or perform other acts with the object code of the Program, with the aim to obtain information about the implementation of the algorithms used in the Program, to create derivative works using the Program, or to otherwise use the Program (allow other use of the Program) without a written consent of the Right Owner.

5.2. The User has not the right to reproduce and distribute the Program for commercial purposes (for a fee), including as part of collections of software products, without a written consent of the Right Owner.

5.3. The Program shall be used under the name "EveryLang". The User may not change the name of the Program, modify and/or delete the copyright notice or other reference to the Right Owner.

## **6. Limitation of Liability under the License**

6.1. The Program is provided as is. The Right Owner provides no warranties regarding error-free and uninterrupted operation of the Program, consistency of the Program with specific goals and expectations of the User, and provides no other warranties not expressly specified in this License.

6.2. To a maximum extent as allowed by the effective law, the Right Owner bears no liability for any direct or indirect consequences of any user or inability to use the Program, and/or damage caused to the User and/or third parties as a result of any use or non-use of the Program, including due to possible errors or failures in the Program.

6.3. The User is hereby notified and agrees that when the Program is used the following information shall be automatically and anonymously (without reference to the User) transmitted to the Right Owner: the type of the operating system on the User's computer, the version of the Program and the Program ID.

## **7. Updates/New Versions of the Program**

7.1. This License shall cover all future updates/new versions of the Program. By agreeing to install an update/new version of the Program, the User accepts the terms of this License with respect to corresponding updates/new versions of the Program unless updating/installing a new version of the Program requires any other license agreement.

## **8. Change of the Terms of this License**

8.1. This License Agreement may be unilaterally changed by the Right Owner. The notice to the User of changes made in the terms of this License shall be published on the page: <http://everylang.org>. Such changes in the terms of the License Agreement shall come into force from the date of their publication unless otherwise specified in a corresponding publication.