

This is an agreement (“Agreement”) between you (“User”, “Customer”) and Artem Los (“Vendor”, “Entrepreneur”, “Intellectual Property Owner”). This Agreement takes effect once you have created an account at serialkeymanager.com (“Service”). By accepting this Agreement, Customer is entitled to use the Service in accordance to the terms and conditions stated herein. If the Customer does not agree with this Agreement, Customer is not authorized to use the Service and must contact the Vendor using support@skmapp.com.

1 DEFINITIONS

In these Agreement the following terms shall have the meaning given below

“Agreement”

Means the agreement between you and the Vendor incorporating these Terms of Service.

“Content”

The content which is uploaded by the User, including but not limited to pictures and texts.

“Data”

Information that is directly or indirectly associated with the User. This includes, but is not limited to, product information, license information, log files, et cetera.

“Intellectual Property Rights”

Any intellectual property right, including but not limited to patent, copyright, trademark, design or trade secret, whether present or future, registered or unregistered, registerable or not, and all applications for registration of the same, anywhere in the world.

“Platform”

The Vendor’s current website, where the User can access and download the Software. The current URL is serialkeymanager.com. The platform is used to provide the Service for the User.

“User”

Customer that could be a User or hold a User Account.

“User Account”

The Platform log on account which is created by the User.

2 DATA PROTECTION

It is of utmost importance for the Vendor to protect the Users' integrity. By using this Service, the User grants the right to the Vendor to store all the data that is directly or indirectly associated with the User (“Data”). In cases where the Data is displayed to everyone (“Public Data”), included, but not limited to, payment forms and activation forms, the User grants the Vendor the right to display that data on User’s behalf. It is solely the User’s responsibility to ensure that the Public Data does not violate the Swedish law. Vendor guarantees the User that Vendor will not share the User’s Data with any third party unless required under the Swedish law. In this event, the User will be notified by the Vendor.

3 USER ACCOUNTS

The minimum age for opening a User Account is 18 years of age, otherwise consent from your parent or legal guardian is required.

By creating a User Account you are certifying that the information you leave about yourself is true and correct.

User further acknowledges and agrees that the Services are designed and intended for personal or commercial use on an individual basis and you should not share the User Account details and/or password details with someone else.

The User is solely responsible for maintaining the confidentiality and security of the User Account, and agrees to immediately notify the Vendor of any security breach of your User Account.

In case the Vendor suspects that someone unauthorized has obtained or may obtain access to a User Account password, the Vendor may disable access to such User Account. The Vendor may also disable access to and/or terminate a User Account with not prior warning when the Vendor suspects that the User has violated any provision of the Terms of Service or other Vendor guidelines, including, but not limited to, the circumvention of technological measures, tampering with the Software or the Services, or the deliberate destruction of Users' data and/or content.

4 USER SUPPORT

The Vendor is in no event liable for improper functioning with regards to the Services (including the Software). The User is not entitled to any compensation or sanction if such improper functioning occurs. However, the Vendor does strive to keep the Services as error-free as possible.

If the User discovers default or disorder in relation to the Services, the User is required to notify support@skmapp.com without delay.

5 THE USE OF THE SERVICE AND THE USER'S LIABILITY

User agrees to use the Services only for purposes as permitted by these Terms of Service, Vendor guidelines applicable from time to time and instructions given from time to time and applicable law or regulation. The User may not use the Services in a way that causes the Vendor or a third party harm. If a User becomes aware of the Services being used by a third party in violation of these provisions, the User shall immediately inform the Vendor of the violation.

The Vendor does not claim any ownership rights to User's Content. The User is solely responsible for all Content communicated, transmitted or uploaded through the Services and the User Account, including for example texts, pictures, sounds, data, video and links. As a User of the Services you are responsible for owning the rights to the Content and that you have the rights necessary to comply with these Terms of Service.

User specifically agrees not to upload, communicate or publish Content that infringes or violates someone else's right (Intellectual Property Rights), that may violate the integrity of, intimidate or offend another person, that may challenge criminal actions or contain material not permitted by any applicable law or regulation (for example instigation (*Sw. uppvigling*), discrimination, racial agitation (*Sw. hets mot folkgrupp*), child pornography, illegal depiction of violence (*Sw. olaga våldsskildring*) and defamation (*Sw. förtal*).

User must further not upload or transmit any form of virus, worm, Trojan horse, or other malicious code.

User shall indemnify and hold the Vendor harmless from any direct or indirect damages, losses or inconveniences arising out of Users' use of the Services including claim made by any third party. This means that if a User or someone acting on the User's behalf should cause the Vendor or a third party damage, User shall indemnify and hold the Vendor harmless from any such claim. Subcontractor shall indemnify the Vendor for any and all damages, losses or inconveniences due to circumstances on the Subcontractor's part.

The Vendor reserves the right to, without prior notice and without compensation, remove any material that the Vendor finds obscene, contains inappropriate material and/or in any other way should violate the Terms of Service, Swedish law and/or infringes someone else's intellectual property rights. The Vendor reserves the right to immediately terminate the User Account or the Services in accordance with the provisions above, without liability for any damages in relation to the User.

6 THE LIABILITIES OF THE VENDOR

The Vendor is not responsible for Content or any linked content. The Vendor will not take any responsibility for any damages, claims, expenses or losses arising from the Content or any linked content breaching law or regulation.

User is aware of the fact and accepts that system down time, system disruption and system disorders in relation to the Platform, Services, data systems or data networks might occur from time to time. The User is further aware of that the quality of the Services is affected by the quality of networks, Internet suppliers and third party's server and data performances, including Subcontractors. The Vendor does not warrant or guarantee certain accessibility in regards to the Services.

User is in no event entitled to compensation due to defaults or improper functioning of the Services.

The Vendor's aggregate liability with respect to the Services shall be limited to direct damage of property and in total not exceed the annual amount payable by User. The Vendor is not liable for any indirect losses or indirect damage such as loss of profit, loss of savings, loss of potential agreements and loss of data. The Vendor is in no event liable for the User's or someone else's loss or damage, unless when such loss or damage is caused willfully or by gross negligence of the Vendor or any Subcontractor.

7 SUBSCRIPTIONS

User may subscribe to different subscription levels ("Levels") to use the Service. These Levels are described at <https://serialkeymanager.com/User/Pricing> ("Pricing Page"). During the subscription period, Vendor grants the Customer the rights to use the Service in accordance to this Agreement. Unless agreed otherwise between Vendor and Customer, the Customer is entitled to use the Service's features as described on Pricing Page. Each subscription level includes one product that may be used in production and/or for commercial purposes. The Customer may not use more than one product in production and/or for commercial purposes. All usage that is not intended for testing purposes counts as a use for commercial purposes. A trial subscription may solely be used for testing purposes.

8 BILLING AND PAYMENT

In order to use the Service, the User has to have a valid subscription. All payments have to be made in advance, either for a period of one month or for a period of one year. It is solely the User's responsibility to ensure that the subscription does not expire.

9 COOKIES

The Vendor uses cookies on its website. A cookie is a text file that a website stores when a person visits saves on the visitor's means for communication (smart phones and other mobile equipment and Internet connected computers) and that makes it possible to identify a person as a visitor. The information contained in a cookie can be used to track the visitor's surfing on websites that make use of the same types of cookies and thus, for example, offers shown can be adapted to the specific visitor.

There are two different types of cookies. The first type is more durable and saves a text file for a period of time on the visitor's means for communication. This type of cookie has a definite expiration date and is used for functions which, for example, inform the visitor what is new since the visitor last visited the website. When the expiration date for the cookie in question has passed it is automatically erased from the visitor's means for communication as soon as the visitor revisits the website that placed the cookie on the visitor's means for communication. The second type of cookie is more temporary (session cookies) and is stored on the visitor's means for communication during the time a visitor visits a website. This kind of cookie is used for example to keep track on what language a visitor has chosen for the website and will disappear as soon as the visitor closes the web-browser.

The Vendor makes use of temporary cookies. The primary purpose of the Vendor's use of cookies is to facilitate the communication between the Vendor and the User, for example, to avoid the need to type the password all the time.

It is voluntary to consent to the Vendor's use of cookies. By making use of the Services or having the means for communication set to allow cookies, you consent to the Vendor's use of cookies on the Platform as described above. If you consent to the Vendor's use of cookies, all functions on the Platform that requires the use of cookies will be accessible to you.

You have the possibility to abstain from consenting to the Vendor's use of cookies and also to withdraw your consent, which you do by changing the settings on your means for communication so that it no longer allows the use of cookies. In relation to changing the settings in your computer, you can do this by changing the settings in the computer's web-browser, if you make use of an e-tablet you can usually do this by changing the settings in the operating system and if you make use of a smart phone, you can normally do this by changing the settings of the smart phone's web-browser.

In the event you do not consent to the Vendor's use of cookies all functionalities on the Platform, may not fully function.

10 ASSIGNMENT

You are not permitted to assign or otherwise transfer your rights and obligations under these Terms of Service. The Vendor may assign its rights and obligations under this Agreement, in whole or in part, to any third party.

11 MISCELLANEOUS

This license agreement may change in future. The User agrees to apply to the new terms.

THIS SERVICE IS PROVIDED BY THE VENDOR "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

12 FORCE MAJEURE

The Vendor is in no event liable for damage, loss or inconveniences due to circumstances beyond the Vendor's reasonable control. This includes but is not limited to fire, explosion, war, flooding, default or deficiency in telecommunication and data communication, weather conditions, the quality of the networks, operations by Internet service providers, third party's servers, data performance, labor disputes or regulatory actions

13 CHANGE OF TERMS

The Company may modify and amend these Terms of Service. Such amendments shall enter into effect fifteen (15) days from the date which the Company has provided notice of the changes to the User. The notice will be communicated either by mail and/or the blog ("<http://blog.serialkeymanager.com/>"). If the User finds that the proposed modifications or amendments encompass a limitation of the User's rights in a way that the User cannot accept, the User is entitled to terminate the Agreement with fifteen

(15) days of written notice. The User is required to stay updated in regards to the current Terms of Service.

14 DISPUTE AND APPLICABLE LAW

These Terms of Service shall be governed by Swedish law without regard to its conflict of law provisions.

Any dispute, controversy or claim arising out of or in connection with these General terms of Service, or the breach, termination or invalidity thereof shall at first instance be settled by the District Court of Stockholm.

Serial Key Manager, Software Protector and SKGL are trademarks of the Vendor.