

END USER LICENSE AGREEMENT FOR ZOPLAY SOFTWARE PRODUCT(S) SCRIPTS

Zoplay Software Product(s)

For One (1) WebSite / (1) Domain / (1) IP Address

NOTICE TO END USER:

This End User License Agreement (EULA) is a CONTRACT between you (either an individual or a single entity) and Zoplay ("Zoplay"), which covers your use of the Zoplay software product that accompanies this EULA and related software components, which may include associated media, printed materials, and "online" or electronic documentation. All such software and materials are referred to herein as the "Software Product Scripts." A software license, issued to a designated user only by Zoplay or its authorized agents, is required for each user of the Software Product. If you do not agree to the terms of this EULA, then do not install or use the Software Product or the Software Product License. By explicitly accepting this EULA, however, or by installing, copying, downloading, accessing, or otherwise using the Software Product and/or Software Product License, you are acknowledging and agreeing to be bound by the following terms:

1. GRANT OF NON-EXCLUSIVE LICENSE

(a) Software Product License. The Software Product License, which is issued to a designated user, enables such designated user to install and use the Software Product on a single website/domain. You may not modify or create derivative copies of the Software Product License.

(b) Grant of License. Subject to a validly issued Software Product License, Zoplay grants to you the non-exclusive, non-transferable right for you to use the Software Product on a single website/domain. You may not modify or create derivative copies of the Software Product. All rights not expressly granted to you are retained by Zoplay.

(c) Backup Copy: Software Product. You may make copies of Software Product as reasonably necessary for the use authorized above, including as needed for backup and/or archival purposes. No other copies may be made. Each copy must reproduce all copyright and other proprietary rights notices on or in the Software Product.

(d) Backup Copy: Software Product License. You may install each Software Product License on a single website/domain and make copies of the Software Product License as necessary only for backup and/or archival purposes. No other copies may be made. Each copy must reproduce all copyright and other proprietary rights notices on or in the Software Product License.

2. INTELLECTUAL PROPERTY RIGHTS RESERVED BY ZOPLAY

The Software Product is protected by international copyright laws and treaties, as well as other intellectual property laws and treaties. You must not remove or alter any copyright notices on any copies of the Software Product. This Software Product copy is licensed, not sold. Furthermore, this EULA does not grant you any rights in connection with any trademarks or service marks of Zoplay. Zoplay reserves all intellectual property rights, including copyrights, and trademark rights.

3. NO RIGHT TO TRANSFER

You may not rent, lease, lend, or in any way distribute or transfer any rights in this EULA or the Software Product to third parties without Zoplay's written approval and subject to written agreement by the recipient of the terms of this EULA.

4. PROHIBITION ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY

You may not reverse engineer, decompile, defeat license encryption mechanisms, or disassemble the Software Product or Software Product License except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

5. SUPPORT SERVICES

Zoplay may provide you with support services related to the Software Product. Use of any such support services is governed by the Zoplay policies and programs described in "online" documentation and/or other Zoplay-provided materials. Any supplemental software code or related materials that Zoplay provides to you as part of the support services is to be considered part of the Software Product and is subject to the terms and conditions of this EULA. With respect to any technical information you provide to Zoplay as part of the support services, Zoplay may use such information for its business purposes without restriction, including for product support and development. Zoplay will not use such technical information in a form that personally identifies you.

6. TERMINATION WITHOUT PREJUDICE TO ANY OTHER RIGHTS

Zoplay may terminate this EULA if you fail to comply with any term or condition of this EULA. In such event, Licensee agrees to return to Licensor or to destroy all copies of the Software upon termination of the License.

7. REFUND POLICY

Please take time and evaluate the software using our online demo or trial version. Before purchase, make sure that your server supports the software requirements. Refunds will not be given for reasons surrounding the user's lack of knowledge of the software's functionality, limitations, or restrictions, as we provided every opportunity to evaluate the software prior to purchase. If you have a question, please ask our staff before making your purchase. Complete source code is shipped with the software, the digital nature of the product makes it non-returnable; therefore all sales are final. Refunds are NOT given for installation fees or other non-product labor costs.

8. MISCELLANEOUS

(a) We reserve the right to reference any website or company using the Software in our sales and marketing literature.

(b) We reserve the right to monitor compliance with this EULA and to restrict the use of the Software for non-compliance.

(c) Delivery. If installation service is not required/ordered, product is usually delivered by e-mail within 24 hours after the order has been received, but please allow a maximum of 3 (three) business days for delivery in special circumstances (anti-fraud verifications, internet connection problems, etc.)

(d) Deliverables. Full PHP/JS/CSS/AJAX source code is delivered;

(f) Installation Service. Due to the high demand, please allow a maximum number of 2 (two) business days for providing the paid installation service. The timeframe is considered from the moment when all required Server information has been received. Installation service will not be delivered if the destined server does not meet the software requirements.

(g) Anti-Fraud Verifications. We reserve the right to ask the client to provide us legal documents in order to verify that he/she is the real credit card holder, if we have reasons to believe that an order is fraudulent, and cancel/refund the order if these required documents are not provided.

9. NO WARRANTIES

YOU ACCEPT THE SOFTWARE PRODUCT AND SOFTWARE PRODUCT LICENSE "AS IS," AND ZOPLAY (AND ITS THIRD PARTY SUPPLIERS AND LICENSORS) MAKE NO WARRANTY AS TO ITS USE, PERFORMANCE, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ZOPLAY (AND ITS THIRD PARTY SUPPLIERS AND LICENSORS) DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS, IMPLIED,

STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE PRODUCT REMAINS WITH YOU.

10. LIMITATION OF LIABILITY

THIS LIMITATION OF LIABILITY IS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL ZOPLAY (OR ITS THIRD PARTY SUPPLIERS AND LICENSORS) BE LIABLE FOR ANY COSTS OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THIS EULA OR THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF ZOPLAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, ZOPLAY'S (AND ITS THIRD PARTY SUPPLIERS' AND LICENSORS') ENTIRE LIABILITY ARISING OUT OF THIS EULA SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT; PROVIDED, HOWEVER, THAT IF YOU HAVE ENTERED INTO A ZOPLAY SUPPORT SERVICES AGREEMENT, ZOPLAY'S ENTIRE LIABILITY REGARDING SUPPORT SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT.

11. GOVERNING LAW; ENTIRE AGREEMENT

This instrument contains the entire Agreement between the parties hereto. No verbal agreement, conversation, or representation between any officers, agents, or employees of the parties hereto, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained.

12. CONTACT INFORMATION

If you have any questions about this EULA, or if you want to contact Zoplay for any reason, please direct all correspondence to:

Zoplay Online
<http://www.zoplay.com>

or email: info@zoplay.com

Zoplay Product Scripts is a registered trademark of Casperon Technologies Private Ltd.