

# **END USER LICENSE AGREEMENT**

## **Refresh Your Memory, Inc.**

### **Updated September 2021**

#### **I. GENERAL**

The following End User License Agreement ("EULA") represents the contractual conditions between you ("Licensee") and Refresh Your Memory, Inc. ("RYM") for the use of software including related media, documentation (for example program descriptions, manuals) and other documents and materials manufactured by RYM ("Product(s)").

By installing and by registering the software on your computer, you declare yourself in agreement with these conditions. If you do not agree with these conditions, you must not install the software.

In this event, please return the complete Product (including all written matter, packaging and similar material) to the dealer from whom it was originally bought within 14 (fourteen) days after the day of purchase and PRIOR to the issue of a permanent license code. For purchases from the Refresh Your Memory, Inc., please return the complete Product (including all written matter, packaging and similar material) to Refresh Your Memory, Inc., PO Box 339, Corvallis, OR 97339, USA. The price you paid will be refunded in full.

#### **II. REGISTRATION / ACTIVATION**

1. It is required that you register the Licensed Software in order to receive an activation key that enables you to use the Licensed Software on your computer. It is not possible to use RYM products that are not activated beyond the complimentary demonstration period, usually 30 days.
2. For the registration, you need to provide to RYM the security key number associated with the system, which can be found inside the software under About → Purchasing Information or on the login screen, depending on which product is being used.
3. If you want to use your RYM Product on a different computer, or if you make extensive changes to your computer, you may need to re-activate your RYM Product.
4. Any new activation or re-activation of the software may be denied by RYM after the first year if the customer is not covered under any maintenance agreement. Additionally, a customer may be denied activation of the software at any time if their account is not in good standing.

#### **III. SCOPE OF USE**

The Products from RYM are protected by law. The intellectual property of the Products remains at RYM. Licensee as purchaser of the Product acquires only the right to use Product to the following extent. Any other use or exploitation not explicitly granted to Licensee in this EULA shall not be allowed without written consent from RYM. Specifically, Licensee is not entitled to copy or have copied, decompile or have decompiled, reverse engineer or have reverse engineered the Product or parts thereof. Licensee must ensure by appropriate and reasonable steps that third parties, including its own employees, cannot make unauthorized use of the Product. Licensee shall be liable to RYM for any loss or damage in this context.

1. RYM grants Licensee the non-exclusive right without restrictions in time or place to use the Products. RYM is not obliged to cede the software underlying source code, including the associated development documentation.

2. Licensee may install and use the licensed software on one single computer only (i.e. one CPU). If this single computer is connected to a multi-user system, this EULA shall apply to all users of the system. In case Licensee changes the hardware, all software on the hardware used must be deleted. Simultaneous use on more than one hardware device is not permitted.

3. Licensee may copy the licensed software, if such reproduction is necessary for the contractually agreed use. Licensee is authorized to create a backup, if this is necessary to secure the future use.

4. Third Parties

a) Renting or lending the licensed Software to a third party is expressly forbidden.

b) The software license is non-transferrable. The software may not be resold without the written permission of Refresh Your Memory, Inc.

#### **IV. THIRD PARTY RIGHTS**

Some content included in RYM software products, as well as any associated intellectual property rights and titles, belongs to third parties. This content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms and conditions from the third party providing the content.

#### **V. DUTIES TO PROTECT**

Copyright notices, serial numbers and other identification features of the program must not be removed or altered by the software.

#### **VI. NO WARRANTY, LIMITATION OF LIABILITY, DAMAGES**

(1) You may acknowledge and agree that any updates to the SOFTWARE shall not

mean to correct or fix all bugs or other defects (if any) of the firmware of the PRODUCT.

(2) THE SOFTWARE IS PROVIDED BY RYM HEREUNDER ON AN "AS IS" BASIS, AND UNLESS OTHER TERMS AND CONDITIONS ARE EXPRESSLY SET FORTH BY RYM IN WRITING AND TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAWS AND REGULATIONS, NO WAARNTY IS EXTENDED WHATSOEVER.

(3) HEREINAFTER, RYM, ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS SHALL BE COLLECTIVELY REFERRED TO AS "RYM". TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAWS AND REGULATIONS, RYM SHALL NOT BE LIABLE FOR ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF CLAIM, DEMAND OR ACTION, ALLEGING ANY LOSS OR DAMAGES, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY RELATED TO THIS UPDATE SERVICE AND/OR THE SOFTWARE EXCEPT IN THE EVENT OF DEATH, PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY RYM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF THE SOFTWARE OR ANY ASSOCIATED HARDWARE, DOWN TIME AND USER'S TIME, EVEN IF RYM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, SAVE FOR THE CASE OF DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE CAUSED BY RYM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, RYM'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU THAT IS ALLOCABLE TO THE FIRMWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

## **VII. WARRANTY OF THIRD PARTY SOFTWARE & HARDWARE**

Some content included in RYM software products, as well as any associated intellectual property rights and titles, belongs to third parties. This content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms and conditions from the third party providing the content.

## **VIII. CLOSING PROVISIONS**

1. If any stipulation of this EULA should be or become invalid, either completely or in part, this shall not affect the validity of the remaining stipulations. The parties undertake instead to replace the invalid stipulation with a valid regulation which comes as close as possible to the purpose originally intended.

2. The place of jurisdiction and place of performance is Corvallis, Oregon, USA.

However, RYM reserves the right to sue Licensee at Licensee's place of residence or place of business.

3. This EULA is governed by the laws of the United States of America.

Should you have any queries concerning this EULA, please write to this address:

Refresh Your Memory, Inc.  
PO Box 339  
Corvallis, OR 97339, USA

© 2021 Refresh Your Memory, Inc.