

Splash
End User License Agreement (EULA)

NOTICE TO USER: Thank you for your interest in Splash product. This End User License Agreement (EULA) describes the terms and conditions under which you may install, use and distribute Splash Software. Do not install or use Splash Software until you have read and accepted terms and conditions of this End User License Agreement. Installation or use of Splash Software by you will be deemed to be acceptance of the license terms.

1. DEFINITIONS

- 1.1 Software – Splash software
- 1.2 You/User – the end user of Splash software.
- 1.3 Agreement – this End User License Agreement (EULA)
- 1.4 Mirillis – Mirillis Ltd.
- 1.5.Free Version - Software not activated with serial number
- 1.6 Splash Premium Features - a set of Software features/functions, for unlimited time access for Splash Premium Features User must purchase a license and activate access for Splash Premium Features.

2. LICENSE, SOFTWARE USE AND DISTRIBUTION

2.1 LICENSE

This software is licensed not sold. Mirillis Ltd. grants you a limited non-exclusive license („License”) to install and use the Software as long as you comply with the terms and conditions of this Agreement. Any future Software updates may include updated End User License Agreement. Please read it carefully before installing Software updates.

2.1.1 Splash - Free Version

The Software is distributed free for non-commercial, home use (for commercial or public use it is required to purchase Splash Premium Features Commercial Use license). You may install Splash on unlimited number of computers and use this software during an unlimited period of time. Free Version of the Software provides a limited functionality.

Free Version provides time-limited access for Splash Premium Features that may be used only to review, demonstrate and evaluate the Splash Premium Features for a limited time period, after this limited time period access for Splash Premium Features will be blocked and license purchase will be required to continue use of the Splash Premium Features.

2.1.2 Splash Premium Features

To access full Software functionality it is required to purchase a license for Splash Premium Features. For commercial or public use You must purchase a Splash Premium Features Commercial Use license.

2.2 GENERAL USE

2.2.1 Single Splash Premium Features License

You may install, activate and use only one copy of the Software on a single computer at a time. You may not run Software on two or more computers at the same time using the same serial

number.

You must uninstall the Software before installing, activating and using it on another computer.

2.2.2 Multi License for Splash Premium Features

You may install, activate and use the Software on a number of computers up to the purchased number of licenses at the same time using the same serial number. You may not run the Software on more computers than the purchased number of licenses at the same time using the same serial number. Multi license is intended for a single company, single user or members of the same household.

2.2.3 General

Making this Software available over a network where it could be used by multiple computers at the same time is prohibited.

2.2.4 Commercial use

For commercial use of the Software it is required to purchase a commercial Software license. The Free Version of the Software may be used only to review, demonstrate and evaluate the Software and you may not use Free Version for public nor commercial purposes.

Splash Premium Features Commercial use license is required for all companies and commercial/profit organizations.

2.3 TRANSFER

You may not sell, rent, lease or sublicense the Software to another party. This License allows you to make a permanent and one-time transfer of all of your license rights to the Software to another party, provided that: (1) you transfer this Agreement and information from product purchase confirmation e-mail (including serial number and transaction ID), (2) you submit to Mirillis information about transfer of your license rights, including required information about party receiving the Software (3) you uninstall and do not retain any copies of the installed Software and product serial number, including copies stored on computers or other storage device, (4) the another party receiving the Software accepts the terms and conditions of this Agreement.

2.4 DISTRIBUTION

The Software installation package may be freely distributed, with exceptions noted below, provided the distribution package is not modified. No person or company may charge a fee for the distribution of the Software without written permission from the copyright holder. The Software may not be bundled or distributed with any other package without permission of the copyright holder. The Software playlist files and preset files may be freely distributed.

2.5 TERMINATION

Your license rights to the Software under this Agreement will terminate automatically without any notice from Mirillis if you fail to comply with any term(s) or condition(s) of this Agreement. After the termination of this License, you must cease to use the Software and no refund will be available.

2.6 CONSENT TO USE DATA

You agree that Mirillis may collect technical information about your Software and computer to provide information about Software updates availability.

2.7 OWNERSHIP

All copyrights and all other intellectual properties to the Software are exclusively owned or licensed by Mirillis. This Software is licensed not sold. All rights not expressly granted here are reserved by Mirillis.

2.8 RESTRICTIONS

You may not use, copy, publish, share, emulate, clone, rent, lease, sell, modify, decompile, disassemble, otherwise reverse engineer, or transfer the licensed program, or any subset of the licensed program, except as provided for in this agreement. You may not distribute, publish, share or make available any information about product serial number or purchase transaction ID. Any such unauthorized use shall result in immediate and automatic termination of this License and may result in criminal and/or civil prosecution.

3 WARRANTIES AND LIMITATIONS OF LIABILITY

You acknowledge and agree that the entire risk arising out of use or performance of the Software remains with the user. You acknowledge and agree that when you use this software in other locations than Poland then you do so on your own initiative and responsibility, and make sure to compliance with applicable local laws.

3.1 LIMITED WARRANTY

THE SOFTWARE (INCLUDING WITHOUT LIMITATION THE SOFTWARE APPLICATION AND DOCUMENTATION(S)) IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE FOR A PARTICULAR PURPOSE.

3.2 LIMITATIONS OF LIABILITY

NEITHER MIRILLIS NOR ITS LICENSORS SHALL BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF THE SOFTWARE OR ANY USE OF THIS SOFTWARE, INCLUDING WITHOUT LIMITATION LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES.

4 GOVERNING LAW AND GENERAL PROVISIONS

This agreement shall be governed and construed in accordance with the laws of Poland. If for any reason a court of competent jurisdiction finds any part of this Agreement, to be void and unenforceable, the remainder of this Agreement will remain valid and enforceable to its terms. Any dispute arising out of this Agreement shall be settled by the district court in Zielona Gora, POLAND.

5 TECHNICAL SUPPORT

Valid Software serial number may be required to obtain technical support. Technical support is delivered online by e-mail in following languages: english, polish. Technical support for selected old versions of Software may be terminated. Purchase of a new version of Software may be

required to obtain technical support.

Installing and using the Software signifies acceptance of these terms and conditions of the Agreement. If you do not agree with the terms of this Agreement you must remove the Software files from your storage devices and cease to use the product.

Thank you for using Splash!

Mirillis Ltd.

*If you have any questions regarding this Agreement please contact us:
<https://mirillis.com/en/company/contact.html>*