

DotFix ZIP Forensics

SOFTWARE LICENSE AND LIMITED WARRANTY

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("EULA") CAREFULLY BEFORE DOWNLOADING OR USING THE SOFTWARE. BY CLICKING ON THE "ACCEPT" BUTTON, OPENING THE PACKAGE, DOWNLOADING THE PRODUCT, OR USING THE EQUIPMENT THAT CONTAINS THIS PRODUCT, YOU ARE CONSENTING TO BE BOUND BY THIS EULA. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS EULA, CLICK THE "DO NOT ACCEPT" BUTTON AND THE INSTALLATION PROCESS WILL NOT CONTINUE.

This EULA covers your use of the DotFix ZIP Forensics, its documentation and executable files, hereinafter referred to as "Product". All copyrights to Product are exclusively owned by Sergei Chubchenko, hereinafter referred to as "Developer". You may use it and distribute it according to this following EULA. If you do not agree with these terms, please remove the Product from your system. By incorporating the Product in your work or distributing the Product to others you implicitly agree to these license terms. The Product is, and remains, Copyright © Sergei Chubchenko.

The Product is distributed as try-before-you-buy. This means:

1. Product is protected by copyright laws. At all times Developer retains full title to the software. Subject to your acceptance of and accordance with the terms and conditions stated in this EULA, you shall be granted a single-user software license. Any previous EULA with Developer is superseded by this EULA.
2. Anyone may download and use DEMO version of the Product. Free DEMO version of Product provided only for trial and it lacks of important features: saving recovered files, watermarks in a viewer of files. Commercial licenses of Product doesn't contain such restrictions (depends on the type of license) and shipped as a packed installer. To use commercial version of Product, you **MUST** buy it.
3. The Product unregistered DEMO version, 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 Product without written permission from the copyright holder. The Product may not be bundled or distributed with any other package without written permission of the copyright holder.

SOFTWARE LICENSES

Single User License

With Single User License, Licensee (individual) can use Product only at home and only for non-commercial purpose. Licensee can use the Product on exactly one physical computer or virtual pc per license. There are no floating (concurrent) licenses. If more than one user works with the program then you need to purchase additional license.

Site License

With Site License, Licensee can use the Product in a business, academic, or government environment. Licensee can activate and use the Product on up to 20 physical computers or Virtual PCs per license. There are no floating licenses. If Licensee needs to activate software on more than 20 PCs, he needs to purchase additional licenses for these computers.

The license and unlock code will be assigned to the name, provided at the time of purchase. A company registered as a license user is assumed to be the owner of the license. Once issued, the license may not be transferred to another user/company or re-registered to another username. Updates and support will remain valid for a period of 12 months. After this period Product will remain functional, but Licensee will not have the access to a new versions, upgrades and technical support.

REGISTER THIS SOFTWARE LICENSE GIVES YOU THE RIGHT TO:

1. Install and use the Product for the sole purposes of analyze zipped files, recovery data from the broken backups or forensic research, if you have legal rights for it. You may install and activate a copy of the Product on a single computer or virtual pc. Also you may deactivate active license on one PC and freely activate DotFix ZIP Forensics on your other PC during active license subscription period, but no more than once per month. If the Licensee is a legal entity, the Licensee will need to

purchase a Site license.

2. Make one copy of the Product for backup or archival purposes or copy the Product to a single permanent storage medium provided you keep the original solely for backup or archival purposes.
3. Technical support and notifications on those new versions Product
4. The registered Product may not be rented, leased or transferred to another person or company.

ENGAGING IN ANY OF THE ACTIVITIES LISTED BELOW WILL TERMINATE THE SOFTWARE LICENSE. IN ADDITION TO SOFTWARE LICENSE TERMINATION, DEVELOPER MAY PURSUE CRIMINAL, CIVIL, OR ANY OTHER AVAILABLE REMEDIES.

1. Distribution of any files contained in this software package.
2. Modification, decompilation, disassembly, reverse engineering or translation of the Product.
3. Removal of proprietary notices, labels or marks from the Product or Product Documentation.
4. Creation of an application that does not differ materially from the Product
5. Use Product as part of another software or web service or mobile application without written permission of the copyright holder

DEMO VERSION OF THE PRODUCT IS DISTRIBUTED "AS IS". NO WARRANTY OF ANY KIND IS EXPRESSED OR IMPLIED. YOU USE AT YOUR OWN RISK. DEVELOPER WILL NOT BE LIABLE FOR DATA LOSS, DAMAGES, LOSS OF PROFITS OR ANY OTHER KIND OF LOSS WHILE USING OR MISSING THIS PRODUCT

TERM AND TERMINATION

The license granted under this EULA will continue in force until terminated, as set forth herein. If Licensee fails to pay any monies or provide any services due in connection with the Product, or violates any term or condition of this EULA, Developer or its agent may terminate this License immediately by giving notice of termination to Licensee. Licensee is responsible for providing valid contact information to Developer. If no valid contact information is available for Licensee in Developer's records, Developer is not required to give notice of termination to Licensee. Licensee also may terminate this License voluntarily by giving notice of termination to Developer and destroying or returning to Developer all copies of all or any part of the Product and related user documentation in Licensee's possession or under Licensee's control.

EFFECT OF TERMINATION

Immediately upon termination, Licensee will destroy or return to Developer all copies of all or any part of the Product in Licensee's possession or under Licensee's control. Licensee will have no right to keep or use any copy of the Product and related user documentation for any purpose after termination of this EULA.

CHANGES TO THIS EULA AND/OR TO THE PRODUCT

Developer reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this EULA and the Product for security, legal, best practice or regulatory reasons. Such changes will be effective with or, as applicable, without prior notice to Licensee. Licensee can review the most current version of this EULA on the Product website. Licensee is responsible for checking this EULA periodically for changes. If any future changes to this EULA are unacceptable to Licensee or cause Licensee to no longer be in agreement or compliance with this EULA, Licensee may terminate this EULA in accordance with TERM AND TERMINATION and must immediately uninstall the Product and destroy all copies of the Product.

Developer may modify the Product for any reason or without any specific reason, at any time and at its entire discretion, in particular for technical reasons such as updates, maintenance operations, etc., to improve and/or optimize the Product. Licensee agrees that Developer may stop to support previous versions of the Product upon availability of an updated version.

TRANSFER OF PRODUCT

Licensee shall not have the right to transfer this Product license, without the prior written consent of Developer.

PRODUCT WARRANTY

Developer warrants the Product to conform to the description of its function. In the event that the Software does not perform in accordance with this warranty, Developer agrees to fix any non-conformity free of charge, or to refund the amount paid by Licensee for the Product to Developer. But developer will not be liable for data loss, damages, loss of profits or any other kind of loss while using or missing the Product. Product that does not perform in accordance with its description due to one or more of the following causes will not be covered by this warranty: (i) The Product or related files are changed by anyone other than Developer, or (ii) if the Product is custom Product developed for Licensee, the custom Product is installed by anyone other than Developer.

CONFIDENTIALITY

The parties to this EULA will take all reasonable steps to ensure that any material or information identified by either party to be confidential ("Confidential Information"), which the other party has possession or knowledge of in connection with this EULA, will not be disclosed to others, in whole or in part, without the prior written permission of the other party. Neither party will have the obligation to maintain the confidentiality of any data or information which (i) was in the receiving party's lawful possession prior to Receipt from the other party, (ii) is later lawfully obtained by the receiving party from a third party having no obligation of secrecy to the other party, (iii) is available to the public through no act or failure of the receiving party, (iv) is readily available in the public domain, or (v) is independently developed by the receiving party. The receiving party will immediately return or destroy any or all Confidential Information that has been provided to it by the other party, upon the other party's request.

REFUNDS

In the event that Developer refunds any amounts paid by Licensee for the Product, pursuant to Paragraph above, Licensee understands and agrees that this EULA and the Product license are terminated, and Developer will withdraw Product and related documentation provided under this EULA. Upon receipt of such refund, Licensee agrees that it will no longer use, display or otherwise control the Product, code or related documentation for which the refund was issued.

REFUND POLICY

The certain items are not refundable, such as: already activated and used licenses; orders from customers who have previously refunds from us.

DISCLAIMER OF WARRANTY FOR PRODUCT

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS EULA, DEVELOPER DISCLAIMS ALL IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEVELOPER MAKES NO REPRESENTATIONS CONCERNING THE QUALITY OF THE PRODUCT AND DOES NOT PROMISE THAT THE PRODUCT WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

LIMITATION OF LIABILITY

IN NO EVENT WILL DEVELOPER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF THE USE OF THE PRODUCT BY ANY PERSON, REGARDLESS OF WHETHER DEVELOPER IS INFORMED OF THE POSSIBILITY OF DAMAGES IN ADVANCE. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, DEVELOPER' NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

OWNERSHIP OF PRODUCT

Developer has and will retain all ownership rights in the Product, including all patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and confidential and proprietary information. Licensee will have no rights in the Product except as explicitly stated in this EULA.

ASSIGNMENT AND DELEGATION

Licensee may not assign this EULA or any rights under it and may not delegate any duties under this EULA without Developer' prior written consent. Any attempt to assign or delegate without that consent will be void.

MARKETING

Licensee agrees to be identified as a customer of Developer and that Developer may refer to Licensee by name, trade name and trademark, if applicable, and may briefly describe Licensee's business in Developer marketing materials, on the Developer website, in public or legal documents. Licensee hereby grants Developer a license to use Licensee's name and any of Licensee's trade names and trademarks solely pursuant to this marketing section.

GENERAL

This EULA constitutes the entire understanding between Developer and Licensee with respect to subject matter hereof. Any change to this EULA must be in writing, signed by Developer and Licensee. Terms and conditions set forth in any purchase order which differ from, conflict with, or are not included in this EULA, shall not become part of this EULA unless specifically accepted by Developer in writing.

All rights not expressly granted here are reserved by Sergei Chubchenko.
Other trademarks are reserved by their owners.

LICENSEE HAS READ THIS EULA AND UNDERSTANDS AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

Thank you for using DotFix ZIP Forensics!