

# WATCHDOG PRO ANTI-MALWARE END USER LICENSE AGREEMENT

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### NOTICE:

UPON THE LICENSE AGREEMENT OF THE AFORESAID SOFTWARE WHICH IS INTRODUCED BY WATCHDOGPRO.COM, LLC TO CONSUMERS, IT IS SUGGESTED THAT THE RELATED LEGAL AGREEMENT TO BE EXAMINED AND READ CAREFULLY. IF YOU PURCHASED THIS SOFTWARE OF WATCHDOGPRO.COM, LLC THROUGH INTERNET BY CLICKING THE TERMS OF AGREEMENT THEN YOU ACCEPT THAT YOU HAVE BECOME A PARTY TO THE AFORESAID AGREEMENT LEGALLY AS PERSON (REAL OR LEGAL). IF YOU DON'T WANT TO ACCEPT ALL PROVISIONS OF THIS AGREEMENT TO WHICH YOU ARE A PARTY OR IF YOU RENOUNCE, JUST PROCEED ACCORDING TO THE INSTRUCTIONS RELATING TO YOUR RENOUNCEMENT BY CLICKING THE SAME INSTRUCTIONS AND CERTIFY THAT YOU DON'T ACCEPT.

PROVIDED THAT YOU DIDN'T PURCHASE THE SAID SOFTWARE ONLINE THROUGH INTERNET, IF YOU SUPPLIED IT FROM A DEALER OR DISTRIBUTOR ACTUALLY, IN CASE THE PACKAGE OF THE CD COVER INSIDE THE RELATED PRODUCT (SOFTWARE) IS TORN THEN YOU SHALL AUTOMATICALLY ACCEPT THIS AGREEMENT ON YOUR ACCOUNT. IF YOU ARE NOT SURE ABOUT THE AGREEMENT, PLEASE CAREFULLY KEEP THE RELATED PRODUCT WITHOUT HARMING OR DAMAGING THE CD COVER PURCHASED ACTUALLY.

PROVIDED THAT YOU DIDN'T PURCHASE THE SAID SOFTWARE ONLINE THROUGH INTERNET, IF YOU SUPPLIED IT FROM A DEALER OR DISTRIBUTOR ACTUALLY, THEN YOU SHALL HAVE THIRTY (30) DAYS FOR REFUND OF THE PRICE OR PRODUCT REPLACEMENT ON CONDITION THAT THE SECURITY BAND AFFIXED ON THE PACKAGE OF THE RELATED PRODUCT (SOFTWARE) IS NOT REMOVED.

IF THE PERSON SUPPLIES THE RELATED PRODUCT BY ONLINE PURCHASING ON THE INSTITUTIONAL WEB SITE OF WATCHDOGPRO.COM, LLC, THEN THE PERSON SHALL HAVE THIRTY (30) DAYS FOR REFUND OF THE PRICE OR PRODUCT REPLACEMENT ON CONDITION THAT THE LICENSE KEY WHICH IS PROVIDED IN RETURN FOR PAYMENT IS NOT USED.

IF YOU ARE PURCHASING THE PRODUCT THROUGH A DEALER ACTUALLY BUT NOT FROM INTERNET, THEN WATCHDOGPRO.COM, LLC SHALL NOT BE LIABLE BASED ON THE GUARANTEE GIVEN BY THE CONCERNING PARTNER FOR THE SOFTWARE UNLESS A SPECIFIC AGREEMENT IS MADE WITH THE PARTNER SELLING THIS SOFTWARE OF WATCHDOGPRO.COM, LLC.

ALL OFFICIAL APPLICATIONS, CLAIMS AND TRANSACTIONS RELATING TO RETURN OR REPLACEMENT OF THE PRODUCT SHALL SOLELY BE CONDUCTED BY THE PERSON (REAL OR LEGAL) PURCHASING THE PRODUCT.

All references to the "Software" concept in this agreement shall be deemed as it covers the software activation key to be supplied by WatchdogPro.com, LLC to you.

### 1. Granting license:

Depending on the payment of the license price to be applied and subject to the terms and conditions of this agreement, WatchdogPro.com, LLC grants the exclusive and nontransferable right to use one copy of the determined version of the software with the accompanying documents during the term of this agreement for your internal business purposes. You are allowed to install the single copy of the software on a computer, work station, personal digital assistant or any other electronic device for which the software is designed for usage. If the software is licensed as a set or group with more than one software products, this license is described on the related price list or on the package of the product and on condition that subject to the limitations for any of the software products individually or to the terms of use it is valid for all software products.

### 1.1 Usage:

The software is licensed as a single product and with the exception of those stated in this part, it may not be used on more than one customer devices or by more than one user at one time.

1.1.1 When the software is downloaded on the temporary memory of customer device (random access memory or RAM) or on the permanent memory (hard disc, CD-ROM or other storage devices) then it shall be in the use of related customer device.

This product license grants you a permission to make copy of the software only in an amount that is needed for legal usage and only for the purpose of back-up provided that all copies include the property declarations relating to the software. In order to keep records on the number and place of the copies of the software and documents and to prevent software being copied or used without permission you are liable to take all necessary measures.

1.1.2 This software protects your computer against the viruses which are included on the current harmful acts list on the update servers of WatchdogPro.com, LLC

1.1.3 In case you sell the customer device on which the software is installed, you are liable to ensure that all copies of the software are uninstalled beforehand.

1.1.4 You are not authorized to transform any part of this software from source to code, to subject it to the reverse engineering, to pull up, to make it readable by other persons in different form or to give permission to third parties to do so.

If it is demanded, the required interface information may be supplied by WatchdogPro.com, LLC in order to provide the software working jointly with the computer programs created independently on condition that all reasonable costs relating to the provision and supply of such information are paid accordingly. In case you are informed by WatchdogPro.com, LLC in written on such information cannot be provided to you for any reason, then you shall be authorized to conduct the necessary procedures in order to provide said joint operation provided that transform the software from source to code or subject it to reverse engineering within only the allowed limits by laws.

1.1.5 You are not authorized to make any correction for any mistakes, any other modification, adaptation and translation, to create any derivative works based upon the software and to allow any third party to copy the software.

1.1.6 You may not lease, lend, transfer your license rights and grant sublicenses to any third party.

1.1.7 Activation code and license key are confidential and for your private use only. Therefore, you are not authorized to give activation code or license key file to any third party and to give permission to accession of third parties to such activation code or license key.

1.18 WatchdogPro.com, LLC may demand users to install the latest version (the latest version and the latest maintenance pack) of the software.

### **1.2 Server-Mod Usage:**

You may use the software on a customer device or server within a multi usage field or network media on condition that such usage is allowed on the related price list of the software or on the product package. Regardless of whether the license holder customer devices or centers are connected to the software or their actual accession to the software or their usage, this product requires different license for each customer device or center that may connect to the server at any time. Using a software or hardware (for example; "multiplexing" or "pooling" software and hardware) that reduces the number of customer devices or centers having a direct accession to the software or using the software directly does not reduce the number of licenses required (for example; the required number of licenses shall be equal to the number of different entries to the "front end" of the multiplexing or pooling software or hardware). If the number of customer devices or "centers" that can connect to the software exceeds the number of licenses you purchased, then you should have a reasonable mechanism in order to provide that your usage of software shall not exceed usage limits the licenses you purchased. This license only allows you to copy in the required amount or download the documents in order to legal usage for each licensed customer device or center on condition that all copies include the property declarations relating to the documents.

### **1.3 Unit Licenses:**

If a license is granted for the software under the unit license provisions mentioned on the invoice or on the package then you may make an additional copy of the software equal to the number of stipulated number of customer device under the unit license terms of the software and you may use or install thereof. In order to provide the number of customer device in which the software is installed does not exceed the number of licenses you purchased you should have a reasonable mechanism. This license only allows you to make a single copy or download the documents on condition that each copy includes the property declarations relating to the documents.

## **2. Support:**

2.1 WatchdogPro.com, LLC shall give the below described support services for one year following the below articles:

2.1.1 Payment of support charges, if any at that time,

2.1.2 Having successfully filled the subscription form, to be supplied to you with this agreement or through WatchdogPro.com, LLC web site, for support services which shall require you to serve key identification file that is supplied to you with this agreement by WatchdogPro.com, LLC , it is the WatchdogPro.com, LLC's right to determine whether you are in compliance with the required provisions to benefit from support services.

2.2 Unless the support services are renewed annually by paying the applicable annual support fee at that time and refilling the subscription form successfully, they shall expire at the end of the related period.

2.3 By filling the support services subscription form, you accept the terms and conditions of confidentiality policy of WatchdogPro.com, LLC on <http://www.watchdogpro.com/privacy> and you consent clearly to the countries out of your country as stipulated on the confidentiality policy given.

2.4 "Support Services" mean:

2.4.1 Including version upgrades, free of charge software updates;

2.4.2 Expanded technical support provided via e-mail or help line by the dealer and by the seller separately;

2.4.3 Technical support services are provided only if you have the latest version of the software (including maintenance pack) on the official web site of WatchdogPro.com, LLC (<http://www.watchdogpro.com>).

## **3. Property Rights:**

This software is protected by intellectual property laws. WatchdogPro.com, LLC owns all rights, properties and other interests on the software including all copyrights, patents, trademarks and other intellectual property rights. Keeping, installing or using the software at your own disposal shall transfer no property rights of any intellectual property rights of the software and you shall not assume any right on the software except those stated in this agreement clearly.

## **4. Confidentiality:**

Including the special design and structure of the individual programs and key identification file, you agree that the software and documents consist of the confidential and registered information of WatchdogPro.com, LLC Without the prior consent of WatchdogPro.com, LLC, you shall not disclose, give or provide in another way the confidential information to a third party in any way. You shall implement reasonable security measures to protect the confidential information, but without limitation, you shall spend all your best efforts to maintain security of the key identification file.

## **5. Limited Warranty:**

5.1 WatchdogPro.com, LLC warrants that the software purchased shall perform in compliance with the function on condition that it is duly operated as instructed in the documents on a physical device for twelve (12) months from the date software is first downloaded or installed.

5.2 You accept all responsibility resulted from your selection on this software so as to meet your all needs. WatchdogPro.com, LLC does not warrant that the software and/or documents would be in compliance with such requirements or any usage to be uninterrupted or free of error.

5.3 WatchdogPro.com, LLC does not warrant that this software identifies all known viruses or sometimes issues a virus report for uninfected file by mistake.

5.4 In case the violation of warranty mentioned in paragraph 5.1 above, the only indemnification right of you and all responsibilities of WatchdogPro.com, LLC shall be limited to repair or change of the software or refund of its price at the sole option of WatchdogPro.com, LLC provided that WatchdogPro.com, LLC or the competent who is assigned by WatchdogPro.com, LLC is informed within the guarantee period. You shall provide all information that may be required to assist the supplier in resolving the defective issue.

5.5 The warranty mentioned in paragraph 5.1 above shall be deemed as void if (a) you make or have made a modification on this software without the consent of WatchdogPro.com, LLC, (b) you use the software out of its purpose of design or (c) you use the software in a way that is not instructed under this agreement.

5.6 Warranties and provisions stated in this agreement supersede all other terms and conditions, warranties or other provisions which are all excluded by this agreement, that may be existed between you and WatchdogPro.com, LLC on the supply of the software or documents or supply claim or not supply thereof or delay in the supply thereof; or that may be existed in accordance with this article 5.4 or that may be implied to be in accordance with any regulation, joint law or similar or that may be associated with this agreement. (Included but not limited to aforementioned; terms and conditions, warranties or other provisions that are implied relating to sufficient quality, compliance with the purpose or spending reasonable skill and care included.)

## **6. Limitation of Liability:**

6.1 This agreement does not give any liability to WatchdogPro.com, LLC and/or its component bodies in any way and for any reason due to the disputes that may arise between the user and third persons because of the service and program provided for the user and the user part does not have a right of recourse as well.

6.2 Subject to the paragraph 6.1 above, the supplier shall not bear and liability (by contractual action, indemnification or by another mean) for any damages and losses (whether such damage or loss is expectable, predictable, known or similar or not beforehand) stated in below articles.

6.2.1 Loss of income;

6.2.2 Loss of actual or expected profits (including the profit to be obtained from contracts);

6.2.3 Loss of fund use;

6.2.4 Loss of expected savings;

6.2.5 Loss of business;

6.2.6 Loss of opportunity;

6.2.7 Loss of bona fides;

6.2.8 Loss of honor;

6.2.9 Loss, damage or harm of data; or

6.2.10 Whatever the way of occurrence, indirect damage or loss that may occur subsequently (in order to admit of no doubt, including such damages or losses within the types stated between 6.2.1 and 6.2.9 above).

6.3 Liability of WatchdogPro.com, LLC resulted from supplying the software and its content or related shall not exceed to the amount equal to what is paid by your party for the software in any way (including contractual, unjust action, indemnification and those written on the above paragraphs).

7. This is the entire agreement between the parties relating to its subject matter and it supersedes all written or oral agreements, warranty or promises made during the negotiations between us or our agents whether in written or oral or that may be or to be implied before this agreement is made between your party and WatchdogPro.com, LLC and all previous agreements between the parties relating to this subject shall be void and unenforceable as of the enforcement date of this agreement. Excluding those stated in paragraphs 6.2 and 6.3 above, you shall not have a right to claim indemnification due to any inaccurate declaration (hereinafter referred to as "Inaccurate Declaration") that you made during accepting this agreement and WatchdogPro.com, LLC shall not bear any responsibility for other than those in compliance with the clear and open provisions of this agreement.

8. Including the issues having vital importance for the sufficiency of the producer in fulfilling its liabilities under this agreement, liability of WatchdogPro.com, LLC resulted from any inaccurate declaration on anything, shall be subject to limitation of liability stipulated in paragraph 6.3 above.

9. In resolving the disputes arising out of this agreement the Courts and Execution Offices of Boise, Idaho, United States are authorized.

## **10. Privacy Policy for the IntelliGuard and Scan Cloud Data:**

10.1 By enabling the WatchdogPro.com, LLC software, you agree to allow the program to collect and report data to the Watchdog Pro Cloud Infrastructure (hereinafter referred to as Cloud Data), anonymously and upon certain events. These events are generated by program activity on your computer, which activates a trigger (or policy) within the WatchdogPro.com, LLC software. A policy is a rule within the software that monitors areas of your computer system for malicious program activity.

10.2 When an event is triggered, the following data about the suspicious program is transmitted:

10.2.1 Information about the suspicious action

10.2.2 The action that you apply or that Watchdog Pro applies automatically

10.2.3 The MD5 sum of the file

10.2.4 The digital signature of the file

10.2.5 The size of the file

10.2.6 Version information of the file

10.2.7 In rare cases, when 0-day malicious attempt is suspected, the contents of a file.

10.2.8 Watchdog Pro IntelliGuard also collects anonymous standard computer information, which includes information regarding your computer software and hardware, such as your IP address, operating system and version.

10.3 The IntelliGuard Cloud Data is anonymous and does not collect and process any personal user information.

10.4 Upon receipt, the IntelliGuard Cloud Data is aggregated into our Watchdog Pro Threat Database and used to create rules which will make determinations on "safe" or "malicious" files and programs. In addition, the IntelliGuard Cloud Data is used to produce general statistics on attacks and threats; these statistics may be used by WatchdogPro.com, LLC in its malware research, publicity, marketing and promotional materials.

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