

END-USER LICENSE AGREEMENT

I. GENERAL PROVISIONS

1. This VASCO End-User License Agreement is an agreement between The User (individual person or entity - "**User**") and Vasco Electronics Góralski Group S.K.A. (Polish Limited Joint-Stock Partnership) ("**Vasco**") concerning VASCO software designed to use with VASCO Devices.
2. Vasco devices include the electronic translators available at Vasco's online store ("**Devices**").

The Devices may differ in terms of technical and technological solutions, in particular as to the method of translation technologies used (including image and sound capture, text input, speech recognition). Therefore Software used in individual Devices may differ in terms of the functionalities and Services provided. The provisions of this Agreement shall be applied accordingly, taking into account the available functions and Services in a given Device.

3. The Software may also include related software components, multimedia materials and "online" or electronic documentation, developed and supplied by Vasco and complementary applications provided by third parties. The operation of the Software is dependent on software of third parties such as Google, Microsoft, DeepL, Amazon.
4. The Vasco Software and the Third Party Software together make up "**Software**".
5. Third party software may be subject to separate terms of use and end-user license agreements that have been determined by these third parties. Reading and accepting them is a condition for using the Software.
6. During the first launch of the Software, the User must read the terms of this Agreement and the Privacy Policy. By checking the appropriate checkbox, the User confirms that he has read the content of the Agreement and that he accepts the terms of use of the Software and the Privacy Policy provided by Vasco. The User can view this Agreement and the Privacy Policy via the Device or on the Vasco website. Lack of consent in the above scope prevents the use of the Software.

II. SERVICES

1. The Software supplied with the Device includes services consisting of automatic translation and additional services provided by third parties (Services). The Software is based on the integration of tools and applications provided by Google, Microsoft, DeepL, Amazon, IBM.
2. The services will be provided free of charge without the need to use a SIM card while the device has internet access. A connection outside the Wi-Fi network may result in billing or charging by the SIM card operator using the SIM card (depending on Device).
3. Depending on the type of Device Vasco may provide the service allowing the User to share with another person a photo that includes the text entered by the User with an automatic translation. The photo is stored on Vasco's servers for 10 minutes and after that time it is automatically and permanently deleted from the servers. In this regard, the User grants Vasco an appropriate license referred to in Part IV of the Agreement.
4. Depending on the type of Device, Vasco may be used with external accessories such as headsets or external speakers. Dedicated devices will be marked on the Vasco online store website. The device can then be used to configure, calibrate and operate an external device.

III. SIM CARD

1. The SIM card is supplied with the Device and is an integral part of the Device. The User may not use the SIM card detached from the Device. Vasco reserves the right to temporarily or permanently block the SIM Card if the User uses the SIM Card in a manner inconsistent with these Agreement or in violation of the law. If it is necessary to replace a blocked SIM card with a new one, the User bears the full cost of the replacement.
2. Operation of the SIM card does not require a subscription and is based on an "unlimited" card (without the need to top up) or a "top up" card (with the need to make appropriate recharges):
 - a. The "unlimited" card entitles User to use the data transmission for an unlimited period of time, not shorter than one year from the date of purchase. For security reasons and to ensure compliance with the law, the card is blocked when the data transfer reaches the 70 MB limit. In order to unblock the card, please contact customer service (support@vasco-electronics.com). Unblocking the services is free.
 - b. The "top up" card entitles User to use data transmission depending on the top-up account balance. The top-up rules are described in the [Top-up Terms & Conditions](#).
3. Vasco reserves that due to the limitations of the network infrastructure, the need to ensure security and/or technical limitations, there may be interruptions in the access

to the Services provided with the SIM card. In case of such an event, the User should contact Vasco at: support@vasco-electronics.com in order to restore access to these services.

4. SIM card operations and complaint resolvance are provided by Vasco Electronic LLC based in 2232 Dell Range Blvd, Suite 245 - 3030, Cheyenne, WY 82009, United States, support@vasco-electronics.com, +1-646-512-9916.
5. Due to the legal and political conditions of certain locations, the provision of all or part of the Services may be excluded. Vasco is not responsible for the unavailability of the Services due to the above mentioned events. Information on the locations where the use of the SIM card is available at: <https://vasco-electronics.com/coverage.pdf> With regard to the use of SIM cards, the User is also bound by the provisions of the relevant regulations provided by network operators indicated in the list of locations.
6. Violation of the terms of use of SIM cards, including in particular removing the SIM card from the Device, using SIM card in devices other than Vasco products, using data transmission via the SIM card for a purpose other than using the Device functions or modifying the Devices to make available the SIM card data transmission outside the device, results in full liability of User for material and intangible damages caused to Vasco. The above mentioned liability also includes Vasco's lost income and unrealized profits.
7. Vasco stipulates that due to technical limitations of the network infrastructure, inactivity of the SIM card for a period of 24 months results in its suspension. In this case, the User should contact Vasco service (support@vasco-electronics.com) to reactivate the SIM card. If the period of inactivity of the SIM card exceeds 36 months, the SIM card may be permanently disabled and will require replacement at a Vasco service center or another service center designated by Vasco.

IV. LICENSE

1. Under this Agreement, Vasco grants the User a non-transferable, non-exclusive, territorially and time unlimited right to use the Software on a Device for non-commercial purposes. In this regard, the right to use the Software covers the following fields of use:
 - a. use of the Software, in particular its display and use;
 - b. running, storing and using the Software on the Device.
2. Due to security reasons and technological conditions, the User's rights to use previous versions of the Software other than the current version shall expire upon receipt of the latest version of the Software installed on the Device.

3. Certain license terms and conditions of the third party software or service may require Vasco to disclose the license terms and conditions of the third party software or service. These notices and license terms and conditions are available to the user to the extent necessary or a place where they can be read will be indicated.
4. All rights to use the application are granted only on a license basis. The User does not receive any interest or ownership rights to the application. Vasco and third parties retain all intellectual property rights in the application.
5. When using the Device and/or Software, The User agrees to comply with all applicable laws and not to violate personal rights or other rights of third parties.
6. If User during using the Software creates content that is subject to copyright protection or is protected under industrial property rights, grants Vasco an unlimited in time, free, territorially unlimited and non-exclusive license to use this content for the purpose and scope necessary for proper delivery of the Services and ensuring the correct operation of the Software. At the same time, the User agrees that Vasco may create translations and descriptions of this content (derivative works) to the extent specified above.
7. Transfer of ownership of the Device by the User does not constitute a transfer of rights and obligations under this Agreement. Before transferring ownership of the Device, the User is obliged to restore the Device to its factory settings and delete all private data on the Device. Vasco is not able to remotely delete the data referred to above, so any negative consequences resulting from the failure to fulfill this obligation is the responsibility of the User.

V. LICENSE LIMITATIONS

The User shall not:

- a. distribute, copy, lease, publish, modify, correct, adapt, translate or sublicense the Software (in whole and in part as well as in the scope of the source and result code);
- b. reverse engineer, decompile, disassemble, create derivative works based on the Software;
- c. attempt to derive the Source Code of the Software from the Compiled Code;
- d. use the Software in conjunction with any unauthorized, illegal, false or modified Devices or software;
- e. install any earlier version of the Software;
- f. violate any law, regulation concerning copyrights, industrial property, competition protection or others, statutes of Vasco or any third party in connection with access or usage of the Software;
- g. acquire the Software in other way than through authorized distribution methods;
- h. use the Software in other ways than in accordance with the Agreement;
- i. use the Software in a commercial manner, which means using the device for the professional translation services and / or creating similar software or incorporating all

and / or part of the Software into other software, as well as any other use of the Software in a manner consistent with the scope of activities conducted by Vasco.

The above limitations apply to the fullest extent permitted by the law of the jurisdiction in question.

In the event of any doubt as to the scope of the license granted, its use of the Software shall be strictly limited to private use related to the primary purpose of the Device.

VI. SERVICES AND UPDATES

1. Vasco may provide Users with updates, upgrades or services related to the Software and external accessories. Some updates, upgrades or services may change your current settings, lose data or content, and may disable certain features and may also temporarily disable the Device for use (for the time of updating or maintenance).
2. Updates are made automatically if the device has Wi-Fi access. If there is no access to WI-FI and it is required for security reasons update is made via cellular data transmission. User consent to the background download and installation of Software updates.
3. The User does not bear any additional costs of updating the Software.

VII. THIRD PARTY CONTENT

The Software may display or provide User with links to or references to content or sites operated or maintained independently by third parties ("third party links and content"). Vasco and its affiliates do not control, operate, monitor, approve, recommend or sponsor third-party links and content. Vasco shall not be liable to User for links and third-party content. The User uses the links and content of third parties at his own risk and shall bear all liability and consequences thereof.

VIII. GUIDELINES OF INFORMATION

1. For the purpose of performing the Agreement, processing a complaint or safeguarding the legally protected interests of Vasco, Users or third parties providing the Software, Vasco and those third parties may process data related to the Services or the way they are settled.

2. Vasco and third parties may also collect and retrieve Device and Software information when providing Services. This information may be used to monitor/diagnose the system, analytic purposes, for marketing purposes and to anonymously track User behavior. Vasco also has the ability to obtain a unique identifier which is automatically assigned to the Device when the user first starts the Software on the Device.
3. Vasco may process and analyze the content entered into the Device by the User (text, image, voice content), as well as their translations for the purpose of analysis aimed at better understanding the Users needs, improving the quality of the Services provided, and increasing the safety of the Devices or Software, creating new technological solutions, as well as researching the purposes for which Users use Devices and Services. The purpose of the analysis is not to obtain personal data of Users or third parties, but it is possible that the analyzed text will also include personal data or information that, in combination with other data, may constitute personal data. In the event of providing personal data of third parties in this way, the User declares that he has all the consent of these persons to provide their data and that he has fulfilled the relevant legal obligations towards these persons.
4. Detailed information on how this data is used and to whom you can address your questions can be found in the Privacy Policy available at <https://vasco-electronics.com/device-privacy-policy> and in the relevant third party privacy policies, i. e. Google, Microsoft, DeepL, Amazon.
5. The User is obliged to read the above-mentioned documents and accept them before using the Device. Lack of consent in the above scope prevents the use of the Software.

IX. LIMITATION OF LIABILITY

1. The User is solely responsible for the manner and purpose of using the Software and / or Devices and/or external accessories. Vasco is not responsible for any negative effects of the use of the Software and / or Devices and/or external accessories by the User.
2. The Software is provided "as it is" and "as available" and may be the subject of maintenance or be updated periodically and its functionality may change (preserving the basic functionalities for the Translation Software).
3. To the extent permitted by applicable law, Vasco and third party Service Providers disclaim any and all warranties relating to:
 - a. the compatibility, accuracy, timeliness, completeness, reliability and security of the results or outcomes of the Software
 - b. the suitability of the product for User's intended purpose and
 - c. User's satisfaction.

4. Vasco does not guarantee that the Device, external accessories and the Software will be free from interruption or minor errors resulting from the nature of the Services provided and technical or technological limitations.
5. Vasco is not responsible for interruptions and problems in the operation of the Software and individual Services, which are not caused by acts or omissions of Vasco or are caused by the need to perform appropriate updates and maintenance of the Software. In particular, Vasco is not responsible for interruptions and problems with the Services of third parties and intermediary service providers.
6. To the extent permitted by applicable law, Vasco shall under no circumstances be liable for damages (material damage and lost profits) relating to the operation of the Software and Services of third parties. If the provisions of law do not allow the exclusion of liability in the above-mentioned scope, the Parties agree that Vasco's liability shall be limited to the amount of the User's purchase of the Device.
7. If Vasco has reasonable suspicion that the Software or Device is used for purposes contrary to the provisions of this Agreement or generally applicable law, Vasco shall be entitled to notify the relevant state authorities and provide them with data regarding the Device and the User.
8. Vasco shall not be liable for non-performance or improper performance of this Agreement if it is caused by circumstances beyond Vasco's control that could not be foreseen and counteracted (*force majeure*). In the event of force majeure occurs, the performance of the Service is suspended for a period equal to the force majeure period.

X. BREACH OF CONTRACT, TERMINATION AND REMEDIES

In case when Vasco finds a breach or infringement the terms of this Agreement by the User, including in particular, violation of the terms of the license, use of the Software in a commercial or illegal manner, Vasco may take any steps to protect its interests and the interests of other Users and / or third parties including but not limited to, temporarily or permanently preventing the User from accessing or using all or part of the Software, block access to the Services and take any other action necessary to prevent unauthorized use of the Software or use of the Services. Vasco reserves the right to take all available legal steps in case of violation of the provisions of this Agreement and generally applicable laws.

XI. AMENDMENTS TO THE AGREEMENT

1. The User is each time bound by the provisions of the current version of the Agreement. Vasco may update the terms of this Agreement at any time. The current printed version of the Agreement can be found at

<https://vasco-electronics.com/device-privacy-policy>. The indicated URL must be checked from time to time for changes to this Agreement. The User will be notified of any changes to the Agreement by displaying the current Terms and Conditions on the device. Continued access to or use of the Software will require acceptance of the latest version of the Agreement.

2. The User is also required to regularly review changes to, among other things, the terms of service and privacy policies of third party providers of the Software or Services.

XII. CONTACT AND COMPLAINTS

1. The User has the right to make a complaint regarding the operation of the Software and the Services.
2. The complaint should contain information that identifies the User i. e. his/her name and e-mail address, as well as your justified reservations and comments regarding Software or Services.
3. In case of any questions or complaints relating to the operation of the Software and Services, please contact support@vasco-electronics.com.
4. The complaint will be considered immediately, not later than within 14 days from the date of submission. The notification of complaint resolution will be delivered to the e-mail address given in the submitted complaint.
5. Complaints that do not meet the requirements set out in points. 2 above will not be processed.

XIII. FINAL PROVISIONS

1. This Agreement is governed by Polish law. The above provision does not preclude the application of mandatory provisions enforced by the law applicable to the User. The user expressly recognises the exclusive jurisdiction of the general court of Vasco.
2. Where, by reason of mandatory provisions, the law of another country shall apply to this Agreement, it shall be applied in such a manner as to reflect to the fullest extent possible the rights and obligations under this Agreement.
3. In the event that any dispute arises, the User may contact an arbitration court for mediation or settlement (the User may use alternative dispute resolution, ADR). For this purpose, the User must provide Vasco with a request for mediation or a request

for the settlement of the dispute before an arbitration court, depending on your intentions.

4. If, in the opinion of a competent court or authority, any provision of this Agreement is found to be invalid, superfluous or unenforceable, that provision, or part of it, shall be interpreted so as to give effect to its provisions to the fullest extent possible and the remaining terms and conditions shall remain in full force and effect as modified by the invalidity of the other provisions.
5. This Agreement shall be effective upon acceptance of this Agreement on the Device at the time of the first action related to the use of the Software or the Device.
6. The Agreement is concluded for an indefinite period of time and may be terminated by the both parties at any time, without giving a justified reason, with immediate effect by providing to the other party with an appropriate notice by e-mail or in writing. Effective termination of the Agreement shall be tantamount to termination of the Services and requires you to cease using the Device and Software. Termination by the Vasco may be conducted if there has been a breach of the provisions of this Agreement or it is required for security reasons or there is a breach of the law or the rights of other Users.
7. These Terms and Conditions are drawn up in Polish and then translated into other languages. In case of discrepancies between the Polish version and its translations, the Polish version shall prevail. If the content of this Agreement is not clear or fully understood, the User may in any case contact Vasco at the following e-mail address: support@vasco-electronics.com in order to translate or clarify the content of the provisions of the Agreement.