

Terms of Service

A. INTRODUCTION TO OUR SERVICES

This Agreement governs your use of Duck Software's services ("Services" - e.g., and where available, Cleo) through which you can subscribe, rent, and license. This Service may be offered through the Services of Duck Software and other party. Our Services are available to use in your country or territory of residence ("Home Country"). By created an account for use of the Services in a particular country or territory you are specifying it as your Home Country. To use our Services, you need an internet access. Our Services' performance may be affected by these factors.

B. USING OUR SERVICES

PAYMENTS, TAXES, AND REFUNDS

You can acquire Content in our Services for free or for a charge, either of which is referred to as a "Transaction". Each Transaction is an electronic contract between you and Duck Software.

Duck Software will charge your selected payment method (such as your credit card, debit card, or any other method available in your "Home Country") for any paid Transaction, including any applicable taxes.

If your primary method cannot be charged for ant reason (such as expiration or insufficient funds), you authorize Duck Software to attempt to charge your other eligible payment methods listed in your account. If we cannot charge you, you remain responsible for any uncollected amounts, and we may attempt to charge you again or request that you provide another payment method, in accordance with local law, Duck Software may automatically update your payment information regarding your payment methods if provided such information by the payment networks or your financial institutions. Transactions are billed, all Transactions are final. Content prices may change at any time. If technical problems precent or unreasonably delay delivery of Content your exclusive and sole remedy is either replacement of the Content or refund of the price paid, as determined by Duck Software. From time to time, Duck Software may suspend or cancel payments or refuse a refund request if we find evidence of fraud, abuse, or unlawful or other manipulative behavior that entitles Duck Software to a corresponding counterclaim.

C. ACCOUNT

Using our Services and accessing your Content may require an account. An account is used through Duck Software's ecosystem. Your account is valuable, and you are responsible for maintaining its confidentiality and security. Duck Software is not responsible for any losses arising from the unauthorized use of your account. Please contact Duck Software if you suspect that your account has been compromised.

D. PRIVACY

Your use of Services is subjected to Duck Software's Privacy Policy, which is available at <https://www.ducksoftware.net/privacy>

E. SERVICES AND CONTENT USAGE RULES

Your use of Services and Content must follow the rules set forth in this section ("Usage Rules"). Any other use of Services and Content to ensure that you are following these Usage Rules.

F. All Services:

- You may use the Services and Content only for commercial purposes.
- Duck Software's delivery of Services or Content does not transfer any commercial or promotional use rights to you, and does not constitute a front or waiver of any rights of copyright owners.
- It is your responsibility not to lose, destroy, or damage Content once downloaded. We encourage you to back up your Content regularly.
- You may not tamper with or circumvent any security technology included with the Services.
- You may access our Services only using Duck Software's software, and may not modify or use modified versions of such software.

G .Cancellation of Services

You may cancel service, however, you agree to give Duck Software 30 day notice. Failure to give Duck Software notice may incur a charge.

H. Contract Changes

Duck Software reserves the right at any time to modify this Agreement and to add new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Services will be deemed acceptance thereof.

I. SERVICES AND CONTENT USAGE RULES

Your use of the Services and Content must follow the rules set forth in this section ("Usage Rules"). Any other use of the Services and Content is a material breach of this Agreement. Duck Software may monitor your use of the Services and Content to ensure that you are following these Usage Rules.

J. TERMINATION AND SUSPENSION OF SERVICES

If you fail, or Duck Software suspects that you have failed, to comply with any of the provisions of this Agreement, Duck Software may, without notice to you: (i) terminate this Agreement and/or your account, and you will remain liable for all amounts due under your account up to and including the date of termination; and/or (ii) terminate your license to the software; and/or (iii) preclude your access to the Services.

Duck Software further reserves the right to modify, suspend, or discontinue the Services (or any part or Content thereof) at any time with or without notice to you, and Duck Software will not be liable to you or to any third party should it exercise such rights.

K. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION

DUCK SOFTWARE DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME DUCK SOFTWARE MAY REMOVE THE SERVICES FOR INDEFINITE PERIODS OF TIME, CANCEL THE SERVICES AT ANY TIME, OR OTHERWISE LIMIT OR DISABLE YOUR ACCESS TO THE SERVICES WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, OR ACTIVITY IN CONNECTION WITH THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND ALL CONTENT DELIVERED TO YOU THROUGH THE SERVICES ARE (EXCEPT AS EXPRESSLY STATED BY DUCK SOFTWARE) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

YOU AGREE THAT UNLESS REQUIRED BY APPLICABLE LAW, DUCK SOFTWARE HAS NO RESPONSIBILITY TO CONTINUE MAKING

CONTENT AVAILABLE TO YOU THROUGH OUR SERVICES, AND DUCK SOFTWARE WILL NOT BE LIABLE TO YOU IF CONTENT, INCLUDING PURCHASED CONTENT, BECOMES UNAVAILABLE FOR DOWNLOAD OR STREAMING.

IN NO CASE SHALL DUCK SOFTWARE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES AND/OR CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY INJURY, LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME COUNTRIES, STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH COUNTRIES, STATES OR JURISDICTIONS, DUCK SOFTWARE'S LIABILITY SHALL BE LIMITED TO THE EXTENT SUCH LIMITATION IS PERMITTED BY LAW.

DUCK SOFTWARE SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND YOU HEREBY RELEASE DUCK SOFTWARE FROM ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANYWAY.

DUCK SOFTWARE DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND YOU HEREBY RELEASE DUCK SOFTWARE FROM ANY LIABILITY RELATING THERETO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY CONTENT ACQUIRED OR RENTED THROUGH THE SERVICES.

DUCK SOFTWARE IS NOT RESPONSIBLE FOR DATA CHARGES YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THE SERVICES.

L. WAIVER AND INDEMNITY

BY USING THE SERVICES, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD DUCK SOFTWARE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SERVICES, OR ANY ACTION TAKEN BY DUCK SOFTWARE AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. YOU AGREE THAT YOU SHALL NOT SUE OR RECOVER ANY DAMAGES FROM DUCK SOFTWARE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICES, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF DUCK SOFTWARE'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

M. OTHER PROVISIONS

You hereby grant Duck Software the right to take steps Duck Software believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that Duck Software has the right, without liability to you, to disclose any data and/or information to law enforcement authorities, government officials, and/or a third party, as Duck Software believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Duck Software's right to cooperate with any legal process relating to your use of the Services and/or Content, and/or a third-party claim that your use of the Services and/or Content is unlawful and/or infringes such third party's rights).