

## END USER LICENSE AGREEMENT

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### GENERAL PROVISIONS

1. This VASCO End-User License Agreement is an agreement between The User (individual person or entity) and Vasco Electronics Sp. z o.o. S.K.A. (Polish Limited Liability Partnership) ("Vasco") concerning VASCO software designed to use with VASCO Devices ("Software").
2. Vasco devices include the following electronic translators:
  - Vasco Translator Premium 5"
  - Vasco Translator Premium 7"
  - Vasco Traveler Premium 5"
  - Vasco Traveler Premium 7"
  - Vasco Mini
  - Vasco Translator Solid 4"
  - Vasco Mini 2
  - Vasco Translator M3
  - Vasco Shop & Office Translator

The above mentioned devices may differ in certain features and Services provided with the Software. The provisions of this Agreement shall apply mutatis mutandis taking into account the available functions and Services in a given Device.

3. The Software may also include related software components, multimedia and printed 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, IBM, Baidu, HERE, Splunk. The Vasco Software and the Third Party Software together make up "the Software".
4. 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.
5. By the time the software is launched, the User must agree to the terms of this Agreement and confirm that it has read and accepted the terms of use and third party privacy policy. If the user does agree to the above conditions, installation of the Software is not permitted.

### 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 and Baidu.

2. One of the services provided as part of the Software delivered with the Devices is 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.
3. Vasco shall not be liable for any interruptions or problems with the operation of Third Party Services.
4. 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. The SIM card is supplied with the device. The operation of the SIM card does not require a subscription and is based on a prepaid system, or - for some models of devices - on an unlimited card (without recharging).
5. Top-up services and SIM card operation 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 according to the Top-up Regulations. The Rules and Regulations for Top-ups specify the rules of providing services by electronic means, including the rules of complaint procedure concerning top-ups and SIM cards as well as the unlimited SIM cards.
6. The Terms and Conditions of Top-ups are available: <https://vasco-sim.com/>.
7. The condition for providing Services is acceptance of the Terms and Conditions of Top-ups.
8. 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 reasons.

## **LICENSE**

1. Under this Agreement VASCO grants the User a limited, non-transferable, non-exclusive right to non-commercial use of the Software solely on the Device.
2. Your 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.

## **LICENSE LIMITATIONS**

The User shall not: (i) distribute, copy, lease, publish, modify, correct, adapt, translate or sublicense the Application; (ii) reverse engineer, decompile, disassemble, create derivative

works based on the Application; (iii) attempt to derive the Source Code of the Application from the Compiled Code; (iv) use the Application in conjunction with any unauthorized, illegal, false or modified hardware or software; (v) install any earlier version of the Application; (vi) violate any law, regulation, statute or law of VASCO or any third party in connection with your access to or use of the Application; (vii) acquire the Application other than through authorized distribution methods; or (viii) use the Application other than in accordance with the License.

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.

## **SERVICES AND UPDATES**

1. Vasco may provide you with updates, upgrades or services related to the Software. Some updates, upgrades or services may change your current settings, lose data or content, and may disable certain features.
2. Updates are made automatically if the device has Wi-Fi access, in the case of Internet access via mobile data transmission, the update will be postponed until the device is connected to Wi-Fi.
3. If emergency software updates are released to protect the security of your device and block new types of security threats, they can be installed automatically, without your consent and regardless of the availability of Wi-Fi network.

## **THIRD PAGE CONTENT**

The Application may display or provide you 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.

## **GUIDELINES OF INFORMATION**

1. For the purpose of performing the Agreement, processing a complaint or safeguarding the legally protected interests of Vasco 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 application information when providing services. This information may be used to monitor/diagnose the system, 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. 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, IBM, Baidu, HERE, Splunk, Firebase.
4. The User is obliged to read the above-mentioned documents and accept them before using the Device.
5. Launching the Services constitutes acceptance of the above mentioned conditions.

## **LIMITATION OF LIABILITY**

The User uses the Software at User's own risk. The Software is provided "as it is" and "as available" and may be updated periodically and its functionality may change. 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 (e) User's satisfaction. In addition, VASCO does not guarantee that the Device and the Software will be free from interruption or minor errors.

To the extent permitted by applicable law, Vasco and third party Service Providers shall under no circumstances be liable for damages relating to the operation of the Software and Services of third parties.

## **BREACH OF CONTRACT, TERMINATION AND REMEDIES**

In case when Vasco finds a breach or infringement the terms of this Agreement by the User, it may take all measures to protect its interests, 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.

## **AMENDMENTS TO THE AGREEMENT**

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.

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.

## **CONTACT AND COMPLAINTS**

1. The User has the right to make a complaint regarding the operation of the Software and the Device and the Services provided through it.
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 the Device or Software.
3. In case of any questions or complaints relating to the operation of the Software and Services, please contact [support@vasco-electronics.com](mailto: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.

## **MISCELLANEOUS 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. The Agreement is concluded for an indefinite period of time and may be terminated by the User at any time, without giving a justified reason, with immediate effect by providing Vasco 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.
6. 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.