

Terms and Conditions of End User License Agreement

This Agreement applies to NetDrive (the “Software”) provided by Bdrive Inc. (the “Company”)

Read this Agreement carefully. We are willing to license our Software to you only on the condition that you accept all of the terms in this software license agreement.

By clicking to install or by using the Software, you are agreeing electronically to the terms of this agreement (the "Agreement" or "License"). If you do not agree to this license, click "cancel" and do not install, copy or use the Software.

1. License Grant

You are granted the non-exclusive and non-transferrable right to use the Software for your own purposes.

You are entitled to install and use one copy of the Software on one computing device (the “Device”) such as personal computers, smart phones and/or tablet computers.

If this Agreement is for a multi-user license, the number of Devices on which the Software is installed may not exceed the number of licenses purchased, regardless of whether the Device is used by multiple users or not.

You are entitled to use a serial number or registration code obtained directly from the Company. Use of serial number or registration code obtained other than the Company may constitute a copyright violation.

You are entitled to free minor version update of the Software you have purchased for 1 year. (Minor version is the second digit in your version number - for instance, in the version number 1.2.3, 2 is the minor version)

The Company may automatically update the Software to load any optional services, and you are considered to grant this updates by agreeing this Agreement.

2. Restrictions on Use

You must not reverse engineer, recompile or disassemble, or otherwise attempt to derive source code of the Software. You are not entitled to modify or create any derivative works of the Software or documentation. You are not entitled to redistribute, sell, rent, lease, sublicense any portion of the Software.

3. Usage Auditing, Piracy and Private Policy

We may audit the Software usage for anti-piracy purposes, to verify a valid registration, and identify if new updates are available for your Device prior to sending you a notice to install a new software update, and to assess your use of the Software. You consent to the Software sending usage data (e.g., the device IP address, the version of the Software and the registration key of the Software), for registration, authentication, use and anti-piracy auditing and enforcement purposes.

4. Evaluation Software

In the instance of a fixed term license such as with an evaluation version, the license to use the Software begins on installation and shall be for the evaluation period of 60 days. Except pursuant to a separate express, written, fully-executed agreement with the Company, you may not use the Software for commercial, professional, or other for-profit purposes. You understand that at the end of the evaluation period, you must either stop using the Software or pay for the Software to continue using it. If you fail to pay for it, then your license terminates. Upon expiration of the evaluation period, you will immediately discontinue use of the Software and delete and destroy all electronic copies of the Software.

5. Termination

This Agreement is effective until terminated. You may terminate this Agreement at any time. The Agreement will also terminate if you fail to comply with any terms and conditions set forth elsewhere herein. You agree upon any termination to destroy the Software together with all copies and all of its component parts.

6. Warranty

We do not warrant that the Software will meet your needs, or that the Software or operation of the Software will be error free.

For the Software, we provide with all faults on an "AS IS" basis. The Company disclaim all warranties, whether express or implied, including the warranties that the Software is free of defects, able to operate on an uninterrupted basis, that the functionality of the Software will meet licensee's requirements, or that errors in the Software will be corrected, and the implied warranties that the product is merchantable, of satisfactory quality, accurate, fit for a particular purpose or need, or non-infringing, unless such implied warranties are legally incapable of exclusion.

7. Liability

Because computer software is inherently complex and may not be completely free of errors, it is your responsibility to verify your work and to make backup copies, and we will not be responsible for your failure to do so. In no case shall the Company's liability exceed the purchase price of this Software.

8. General

This Agreement will be governed by the laws of the Republic of Korea applicable to agreements. Any litigation to enforce or interpret the provisions of this Agreement or the parties' rights or obligations arising out of this Agreement or the performance hereunder shall be maintained only in the courts in the City of Seoul, Korea, and the parties expressly consent to personal jurisdiction in such courts. In the event that you breach this Agreement or indicate your intention to breach this Agreement in any manner that violates or may violate the Company's intellectual property rights or may cause continuing or irreparable harm to the Company, the Company may seek injunctive relief in any court of competent jurisdiction.