

**EULA**

## **End-User License Agreement (EULA)**

This **End-User License Agreement (EULA)** is a legal contract between **Sell Bitz LTD**, trading as **Topkeystore.com** (“we,” “us,” or “Topkeystore”), and you (the “End-User” or “you”). This document governs the terms under which you may use the **Software** included with the **Device** purchased from Topkeystore. By purchasing or licensing a Device from Topkeystore that includes software licensed from **Microsoft Corporation (MS)** or its affiliates, you are agreeing to the terms and conditions outlined in this Agreement. If you do not agree to these terms, you must stop using the Device and contact Topkeystore for instructions on returning the unused Device for a refund.

### **1. Ownership, License, and Permitted Use**

The **Software** (including its associated media, documentation, and any updates) is not owned by you but by **Microsoft (MS)** or its suppliers. This means that the **Software** is **licensed** to you, not sold, and you are granted permission to use the Software under the terms of this Agreement. This means that Topkeystore.com is only providing you with the rights to use the Software and not transferring ownership to you. Additionally, the Software is designed specifically to function with the **Device** provided by Topkeystore.com. You are only licensed to use the Software on the Device it was supplied with. You cannot transfer the Software to another device, share it, or install it on multiple devices unless otherwise expressly stated in this Agreement. Furthermore, the Software is limited to performing specific functions intended by Topkeystore.com as part of the Device package.

### **2. Genuine Software and Certificate of Authenticity**

To ensure the legality and authenticity of the Software, this Agreement only applies to **genuine Software**. Genuine Software is verified by the presence of a **Certificate of Authenticity (COA)**, which confirms that the Software is legitimate and properly licensed by Microsoft. If the Software you have received does not come with this certificate, it is not considered genuine. For this reason, the **COA** is a key element in confirming your legal right to use the Software. If you suspect that your Software may not be genuine, you should visit the official Microsoft website or reach out to Topkeystore.com for further assistance. **Failure to have a valid COA** means that the terms of this Agreement are void, and you would not have the rights to use the Software.

### **3. Acceptance of Terms and Warranty Disclaimer**

By using the **Device** or **Software**, you explicitly **accept** the terms of this Agreement. This acceptance is assumed once you start using the Software in any capacity, such as installing or activating it. If you do not agree with the terms, you must **stop using** the Software immediately and return the unused Device for a refund. **The Software is provided "as-is,"** meaning there are no warranties regarding its quality, performance, or suitability for any particular purpose. Topkeystore and Microsoft make no guarantees about the Software's functionality, accuracy, or its ability to meet your needs. You are fully responsible for any risks or consequences that result from using the Software, including system malfunctions, errors, or incompatibilities with other software or

devices. Additionally, there are no warranties regarding interference with your enjoyment of the Software or the possibility of intellectual property infringement.

#### **4. Liability Limitations and Restricted Use**

This section explains that **Topkeystore.com and Microsoft** are not liable for any **indirect, special, consequential, or incidental damages** that might arise from the use of the Software. For example, if the Software causes data loss or system crashes, you cannot hold Topkeystore or Microsoft financially responsible for any damages that result. Even if the Software fails to perform as expected, Topkeystore and Microsoft will not be liable for any losses. The **Software is also not intended for use** in high-risk environments such as nuclear power plants, aircraft navigation systems, or air traffic control. In these contexts, any failure of the Software could lead to injury or even death, and therefore, the Software is explicitly **not designed** for use in such critical systems. This section is crucial in outlining the **limitations** of the Software's use and clarifies that it cannot be employed in settings where a malfunction could result in serious consequences.

#### **5. Reverse Engineering and Transfer of License**

You are **prohibited from reverse engineering**, decompiling, or disassembling the Software, except where permitted by applicable law. Reverse engineering is the process of attempting to understand the underlying code or functionality of the Software by analysing its structure. The purpose of this prohibition is to protect the intellectual property rights of Microsoft and Topkeystore. The license granted to you is **non-transferable**, meaning that you cannot transfer or share your rights to use the Software with anyone else. The Software is specifically licensed for use only with the **Device** it came with, and you cannot use the Software with any other Device or sell it separately. However, if you decide to sell the Device, you may transfer the Software along with the Device, but the transfer must include the **Certificate of Authenticity**. The new owner must also agree to the terms of this Agreement before they can use the Software.

#### **6. Data Collection, Updates, and Internet-Based Services**

By agreeing to this EULA, you consent to **Microsoft and its affiliates collecting data** related to your use of the Software. This data can include technical information such as device performance, error reports, and system configuration. The purpose of this data collection is to improve the Software and to provide **personalised services** or technologies tailored to you. Microsoft may use this information to identify potential improvements or provide you with customised updates. Furthermore, the Software may contain features that enable automatic **updates** or the download of **supplements**, which may enhance the Software's functionality. These updates are delivered via the **Internet**, and you are encouraged to allow these updates to install automatically, ensuring that you always have the most current version of the Software. Additionally, Microsoft may automatically check for updates to the Software or its components, enhancing your overall experience.

## **7. Third-Party Links, Security, and Backup Recommendations**

The Software may provide you with the ability to **access third-party websites** or services. These links are offered purely as a convenience, but Topkeystore.com and Microsoft do not have control over the content or functionality of these third-party websites. As a result, they cannot be held responsible for the accuracy, legality, or content provided by those external sites. If you visit a third-party site, you do so at your own risk. **Security and data protection** are important, and you are advised to regularly **back up your data** to avoid potential data loss. The Software may be susceptible to **viruses, malware, and other security threats**, so it is recommended to install and maintain up-to-date security software, such as firewalls, and implement regular system checks to protect your data.

## **8. No Rental or Commercial Hosting**

The Software is intended for **personal use** only and may not be used in a way that involves renting, leasing, lending, or providing **commercial hosting services**. This means you cannot offer the Software as a service to others for a fee, and you are prohibited from using it in a business setting where it would be distributed or resold for profit. This section emphasises that the Software is for private, non-commercial use and protects against unauthorised distribution or use in a business context.

## **9. Recovery Media, Backup, and Proof of License**

In the case that the Software is provided on **separate recovery media** (such as a DVD or USB drive), you are allowed to use it **solely for restoring or reinstalling** the original Software on the Device it came with. You may **create one backup copy** of the Software for personal use, but you are not allowed to distribute or share this backup with others. If you lose the original media or need to reinstall the Software, the backup is intended for that purpose only. You must keep the **Certificate of Authenticity (COA)** to prove that you have a legitimate license for the Software. This COA should be affixed to the Device or packaging for easy reference.

## **10. Product Support and Termination**

If you require support or assistance with the Software or Device, you should contact **Topkeystore.com** using the details provided in the Device documentation. **Topkeystore.com reserves the right to terminate** this Agreement if you fail to comply with the terms and conditions outlined in this EULA, if you fail to be the rightful owner of the Device, or if you cease using the Device. Upon termination, your right to use the Software ends, and you must immediately destroy all copies of the Software and its components. This ensures that no unauthorised use of the Software occurs after termination.

## **11. Export Restrictions**

The Software is subject to **U.S. export laws** and other international regulations. You agree to comply with all relevant **national and international export controls**, including but not limited to the **U.S. Export Administration Regulations**. You cannot export or transfer the Software to any country or company or person restricted by these regulations, and you must ensure that any transactions comply with the applicable **end-user** and **end-use restrictions**. Failure to adhere to these regulations could result in legal consequences. For further information, you are encouraged to visit the official website related to **Microsoft's export guidelines**.

**GDPR**

## **1. General Compliance Framework**

Sell Bitz LTD, trading as Topkeystore.com (hereinafter referred to as “the Company”), commits to full compliance with applicable EU laws and regulations, including but not limited to:

- **General Data Protection Regulation (GDPR) for data protection.**
- **Consumer Rights Directive (CRD) and Unfair Commercial Practices Directive (UCPD) for consumer protection.**
- **E-Commerce Directive (2000/31/EC) for online business practices.**
- **Competition Law and Software Directive (2009/24/EC) for intellectual property and fair trade compliance.**

The Company’s mission is to provide businesses and individual customers with high-quality software solutions while maintaining transparency, fairness, and legal integrity.

## **2. Data Protection and Privacy (GDPR)**

### **2.1. Legal Basis for Data Processing**

- **Consent:** Customers explicitly consent to data collection during registration or checkout processes.
- **Contractual Necessity:** Data processing is necessary for fulfilling purchase agreements and ensuring successful software delivery.
- **Legitimate Interest:** Data is processed to improve customer experience, secure transactions, and prevent fraud.

### **2.2. Customer Rights**

- **Access and Portability:** Customers can request a copy of their personal data or have it transferred to another service provider.
- **Rectification:** Inaccurate or incomplete data can be corrected upon request.
- **Erasure (‘Right to Be Forgotten’):** Customers may request the deletion of their personal data, subject to legal and contractual obligations.
- **Objection to Processing:** Individuals have the right to object to data processing for marketing or profiling purposes.

### **2.3. Security Measures**

The Company employs state-of-the-art encryption technologies (SSL/TLS) for secure data transmission. Data is stored on servers compliant with ISO/IEC 27001 standards for information security management. Regular audits and vulnerability assessments are conducted to ensure robust protection.

## **2.4. Third-Party Data Sharing**

Personal data shared with software vendors, payment gateways, or cloud providers is governed by Data Processing Agreements (DPAs) ensuring compliance with GDPR standards.

## **3. Consumer Protection Compliance**

### **3.1. Right to Information**

- Before purchase, customers are provided with:
- Detailed product descriptions, including software version, licensing type, and compatibility.
- Full pricing information, including VAT and any applicable fees.
- Licensing terms to clarify usage restrictions, renewal terms (for subscription-based products), and activation requirements.

### **3.2. Cancellation and Refunds**

Customers may cancel their purchase within the 14-day cooling-off period under the Consumer Rights Directive (CRD). Refunds are generally not available for software that has been downloaded, installed, or activated unless a defect or misrepresentation occurs.

### **3.3. Product Quality and Support**

The Company guarantees that all software products are free of defects and meet their described functionalities. Dedicated support channels (email, chat, and phone) are available to assist customers with installation, activation, or troubleshooting