

Terms of Service

This Terms of Service was last updated on December 18, 2025.

1. Preamble

For the purposes of this Terms of Service (“Agreement”), “KDAN” or “we” shall refer to KDAN Mobile Software Ltd., KDAN Mobile Software America Inc., KDAN Japan Ltd., KDAN Singapore Pte Ltd. or PDF Technologies Ltd. that has entered into this Agreement with users (“you”, “Users”) located in the corresponding region (hereinafter referred to as ‘you’ or the ‘Users’).

By using the LynxPDF product which is developed by and belongs to KDAN and its services and features (collectively the “LynxPDF Services”), Users are agreeing that the Agreement will apply and that you are bound by them .

Users must meet the age restrictions of the region in which he or she is located in order to use LynxPDF Services. If Users are minors or have limited legal capacity in their region, they must obtain permission from their parents or legal guardians to use the LynxPDF Services and accept this agreement. For Users without legal capacity, in addition to obtaining permission from their parents or legal guardians, the LynxPDF Services must be used and this agreement must be accepted by the legal guardian on their behalf.

2. Governing Law and Contracting Entity

Users agree to comply with the applicable laws of the region where Users are located when using the LynxPDF Services. We will, depending on Users’ region, designate the contracting entity with whom Users are deemed to have reached this Agreement as follows:

(1) If Users are located in the Americas (including but not limited to the United States and its territories, Canada, Mexico, Brazil, Argentina, Peru, etc.), the contracting entity shall be KDAN Mobile Software America Inc., and both parties agree that the governing law shall be the laws of the State of California, United States, excluding the application of any conflicting laws.

(2) If Users are located in Japan (including Okinawa, Ishigaki Island, etc.), the contracting entity shall be KDAN Japan Ltd., and both parties agree that the governing law shall be the laws of Japan, excluding the application of any conflicting laws.

(3) If Users are located in the United Kingdom, European Union or Southeast Asia (including but not limited to Singapore, Thailand, Vietnam, Malaysia, Indonesia, etc.), the contracting entity shall be KDAN Singapore Pte Ltd., and both parties agree that the governing law shall be the laws of Singapore, excluding the application of any conflicting laws.

(4) If Users are located in Taiwan (including Penghu, Kinmen, Matsu, etc.), the contracting entity shall be KDAN Mobile Software Ltd., and both parties agree that the governing law shall be the laws of the Republic of China (Taiwan), excluding the application of any conflicting laws.

(5) If Users are located in the People’s Republic of China, the contracting entity shall be PDF Technologies Ltd., and both parties agree that the governing law shall be the laws of the People’s Republic of China, excluding the application of any conflicting laws.

(6) If Users are located in any region other than those listed above, the contracting entity shall be KDAN Mobile Software Ltd., and both parties agree that the governing law shall be the laws of Singapore, excluding the application of any conflicting laws.

3. Services and Licenses

Users must access, purchase or download the LynxPDF Services through LynxPDF's official site or legal means authorized by KDAN.

The email address you provide when purchasing the LynxPDF Services will be automatically registered as the Admin Console and designated as the Super Admin Account. At that time, the system will generate a random password and send it to the provided email address. With this account, you will be entitled to the following:

- a. Download the latest version of the product
- b. View and manage past orders
- c. Manage teams, licenses, and device unbinding

You understand that our processing of the email address you provide is based on your explicit consent. You also acknowledge that you are responsible for maintaining the security of the aforementioned account and for keeping its information accurate. You may contact KDAN at any time to cancel your account registration. However, please note that once your account is canceled, all data associated with the account will be deleted, and you will no longer be able to access any of that data. You must therefore back up any data you wish to retain before canceling your account. KDAN shall not be held liable for any loss or damage to files resulting from the aforementioned circumstances.

For on-premise deployment of the Admin Console, an additional one-time technical support fee equal to 15% of the total amount paid for the LynxPDF Services is required. This fee does not apply to Users deploying via the cloud.

The LynxPDF Services you have purchased provides the perpetual license of using those services. Details regarding the perpetual license are as follows:

(3.1)

Users are aware that KDAN is the sole owner of the LynxPDF Services, which means the LynxPDF Services provide their services by licensing but not selling. Without the prior consent of KDAN, you may not sublicense or transfer the permanent license of the LynxPDF Services to any third party or transfer it to other unauthorized devices.

You may purchase additional licenses of the LynxPDF Services as needed through the Admin Console or the LynxPDF website and complete the payment process. Once your payment is successfully processed, the additional licenses will be automatically reflected in your registered account, allowing you to allocate and manage them.

(3.2)

Starting from the date of your purchase of the LynxPDF Services and the account activation of the LynxPDF Services, we will provide one year of free technical support and security updates for the LynxPDF Services (hereinafter referred to as the "Technical Support and Update Service"). During this free period, you will also receive access to the latest features and content as new versions of the LynxPDF Services which are released by then.

Upon the expiration of the one-year free Technical Support and Update Service, you may choose to renew it at a cost which is equal to 20% of the original purchase price of the LynxPDF Services. Once the renewal is completed, you will be entitled to upgrade to the latest version of

the LynxPDF Services without any additional cost. If you choose not to renew the Technical Support and Update Service, KDAN will no longer provide any technical support or updates on your LynxPDF Services; however, you may continue to use the same version, which you had originally purchased, of the LynxPDF Services.

Please note that Technical Support and Update Service is not subject to the provisions of Article 4 of this Agreement.

KDAN reserves the right to modify, update, or terminate the LynxPDF Services (including any part or feature of it) at any time, without holding responsible for any liability to you or any other party. Yet, KDAN will provide reasonable notice in advance. If KDAN completely terminates the LynxPDF Services, KDAN will also make reasonable commercial efforts to allow you a reasonable time to transfer your content and information.

After the modifications, updates, or termination of the LynxPDF Services, KDAN will no longer provide technical support and security updates on it. Please note that the cessation of technical support and security updates by KDAN will not affect the usability of KDAN products; however, the compatibility of the application (e.g., hardware, operating system matching) may be impacted.

4. Purchase Cancellation

Except as otherwise provided in this Agreement, under the circumstances that LynxPDF Services has not been modified, copied, transferred, or sublicensed to a third party due to reasons that are attributable to Users, or the product key has not become unrecoverable due to device loss which is attributable to Users, Users may submit the required documentation specified by KDAN for a refund within 7 days from the date of purchase: Users may receive a full refund of the purchase amount (100%), subject to a possible deduction of up to 5% of the purchase amount as handling fees. Upon receiving the refund from KDAN, the LynxPDF Services will automatically be terminated.

Once Users get a refund from KDAN, Users shall be solely responsible for backing up their files. KDAN shall not be held responsible for any loss, recovery, or damage to files under any circumstances.

In the event of any special circumstances, which haven't been mentioned above, requiring a refund, please contact us through support@lynxpdf.com. Our customer support will provide further assistance to you.

5. Free Trial

You may also apply for a trial of the LynxPDF Services through the website of LynxPDF. If you wish to request an extension of the trial period, you must submit your application via sales@lynxpdf.com within one month after the initial trial period ends. Please include your company name to facilitate verification in your email of your request. Once the verification is done, we will provide an additional 15-day extended trial period for the LynxPDF Services to you, yet you may only apply once for the extension of the trial period.

If you do not purchase the LynxPDF Services before the end of the trial period, you will no longer be able to use the LynxPDF Services after the trial period expires.

6. Privacy Policy and Data Security Policy

KDAN's Privacy Policy (available on https://www.kdan.com/privacy_policy) and Security Policy (available on <https://www.kdan.com/security>)

Any personal data that User supplies to KDAN, and any data obtained by KDAN due to User's use of LynxPDF Services will be subject to KDAN's Privacy Policy and protected according to its Security Policy.

7. Compliance Obligations

Users shall be solely and fully responsible and liable for the content produced by using LynxPDF Services, or for the transmission, upload, reproduction and storage of the files on LynxPDF Services. Users shall warrant that no infringement of a third party's intellectual property rights or other rights has ever occurred. In no event shall KDAN be responsible or held liable for any of the foregoing deeds performed by User or a third party in relation to the files.

If you are a data controller subject to UK or EU data protection law, you agree to comply with our data processing agreement when transferring personal data to KDAN. This data processing agreement is incorporated by this reference and is available on [Data Process Agreement](#).

8. Intellectual Property Rights

Users retain copyrights of the works created by using LynxPDF Services.

User represents and warrants that the contents or files created by using LynxPDF Services are:

- a. owned by User, or in the event where they are owned by a third party, User has obtained such party's express permission to use, copy, and transmit the files, or to modify and make derivative works of the files;
- b. not in violation of any copyright, trademark, trade secret or other intellectual property rights;
- c. not in violation of the privacy or any right of a third party; and
- d. not in violation of the law (e.g. obscene, offensive content, etc.), and not in violation of trade secrets or confidential information under an employment agreement or non-disclosure agreement, or involve any situation that may give rise to a violation of law or applicable regulations or policies.

9. User's Conduct

User warrants that LynxPDF Services "will not" be used for the following inappropriate purposes:

- a. to upload, download, email, transmit, store, share, import or otherwise make available any content that is unlawful, tampering, forged, harassing, threatening, harmful, infringing, defamatory, insulting, humiliating, violent, obscene, vulgar, invading the privacy of others, hateful, racially discriminatory or otherwise inappropriate;
- b. to stalk, harass, threaten, harm or make injurious falsehood to others;
- c. to impersonate as any person or entity, or as a private-sector leader or government official, or to misrepresent one's affiliation with any person or entity (KDAN reserves the right to reject or block what may be considered as impersonated or false identity, or any account or email address that misappropriates the name or identify of others);

- d. to send, transmit, or otherwise make available any unsolicited or unauthorized email message, advertisement, promotional materials junk mail or chain letters, including but not limited to mass commercial advertisement, informational announcements and phishing email ;
- e. to upload, email, transmit or otherwise make available any material that contains a virus or any other computer codes, file, or program intended to harm, interfere with or limit the performance of KDAN's products or services (or any part thereof) or the ordinary operation of any other computer software or hardware; and/or
- f. to collect and store the personal information of any other User of LynxPDF Services for any of the prohibited activities above.

10. Modifications

KDAN reserves the right to amend, adjust or modify this Agreement, service, price at any time, along with the right to add new or additional terms or conditions regarding LynxPDF Services. User agrees that User is responsible for reviewing this Agreement on a regular basis. By continuing the use of LynxPDF Services, User is deemed to accept the updated Agreement. If User does not consent to the updated Agreement, please cease using LynxPDF Services.

When this Agreement is updated, we will forthwith publish the updated version on KDAN's website, and notify User via a KDAN App or email as soon as possible

11. Suspension of Rights

If User is reported of being, or KDAN discovers in a reasonable manner or is notified by a third-party service platform that User is: (1) in breach of the representation and warranty obligations under sections 7 and 8; (2) has engaged in misconduct in breach of section 9; (3) has engaged in abusive conduct as specified below; or (4) has acted in a manner that KDAN reasonably believes to be similar to any of the situations above, KDAN may immediately suspend, in whole or in part, User's right to continue to use LynxPDF Services, or may modify/remove the content uploaded or provided by User, and if necessary, terminate the provision of services or cancel User's purchase.

KDAN shall not be liable for any consequential damages of User or a third party that may arise from its termination or suspension of account and/or access to LynxPDF Services.

KDAN reserves the right not to refund the relevant fees of LynxPDF Services if User's account is suspended due to abusive conduct.

"Abusive conduct" shall include without limitation:

(1) Repeatedly applying for a new account after a previous account is suspended by KDAN with reasonable cause or in accordance with this Agreement.

(2) Any conduct that is beyond the scope of reasonable use of LynxPDF Services, including to exploit product or service vulnerabilities, or violate the LynxPDF Services usage rules.

12. Termination

In the event of User's breach of this Agreement, incurrence of any damages or losses in relation to LynxPDF Services, or any situation where KDAN deems necessary, KDAN may terminate LynxPDF Services or purchase without prejudice to its other entitled rights. KDAN shall not be

liable for any consequential damages of User or a third party that may arise from its termination of account and/or cancellation of purchase.

Users may cancel the purchase on his or her own initiative in accordance with section 4.

Upon termination of User's account, User will lose all access to LynxPDF Services, including without limitations, the account, user name, email account, and contents therein.

13. Limitations on Use

Users shall use LynxPDF Services within the scope permitted by this Agreement and applicable laws, regulations, or by the generally accepted practice in the governing jurisdiction.

14. Disclaimer of Warranties

KDAN does not warrant that the use of LynxPDF Services will be uninterrupted or error-free, and User agrees that from time to time KDAN may remove LynxPDF Services for indefinite periods of time or cancel LynxPDF Services in accordance with the terms of this Agreement.

User expressly understands and agrees that KDAN Services are provided on an "as is" and "as available" basis. KDAN and its branches, subsidiaries, managers, directors, employees, agents, partners or licensors expressly disclaim all warranties of any kind, express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of rights of others. In particular, KDAN and its branches, subsidiaries, managers, directors, employees, agents, partners or licensors do not warrant that (i) LynxPDF Services will meet your requirements; (ii) the use of LynxPDF Services will be timely, uninterrupted, secure, or error-free; (iii) any information obtained by User from LynxPDF Services will be accurate or reliable, and (iv) any defects or errors in the software provided to User as part of LynxPDF Services will be corrected.

KDAN does not represent or warrant that LynxPDF Services will be free from loss, attack, viruses, interference, hacking or other security intrusions, and KDAN disclaims any liability relating thereto.

Any material downloaded or otherwise obtained through the use of LynxPDF Services is accessed at User's own discretion and risk, and User shall be solely and fully responsible for any damage to User's hard drive or loss of computer data that results from the download of any such material. User also acknowledges that LynxPDF Services are not intended to be suitable for use in User's situation or environment, and if the data or information provided by LynxPDF Services are delayed, erroneous or inaccurate in content, it is possible to cause shutdown, personal injury, or severe physical or environmental damage.

15. Indemnification

User agrees to defend, indemnify and hold KDAN, its branches, subsidiaries, directors, managers, employees, agents, partners, collaborators, and licensors harmless from any claim or demand, including reasonable attorneys' fees, relating to or arising from: (i) User's upload, post, transmission of any content, or any other activity available through LynxPDF Services; (ii) the use of LynxPDF Services; (iii) User's breach of this Agreement; (iv) any action taken by KDAN as part of its investigation, or suspicion that breach of this Agreement has occurred, or (v) breach of any rights of any third party, (iv) User's breach of the representations or warranties in this Agreement. User shall not sue KDAN, its branches, subsidiaries, directors, officers, employees, agents, partners, collaborators, and licensors on the ground of KDAN's decision to

remove any information or reject processing of any information or content, to send warnings to User, to suspend or terminate User's access to LynxPDF Services, or to take any other action during the investigation of a suspected breach or as a result of KDAN's conclusion that breach of this Agreement has occurred. User acknowledges that User shall be responsible for all the use of LynxPDF Services, and that this Agreement applies to any and all usage of User's account.

User agrees to comply with this Agreement and to defend, indemnify and hold KDAN harmless from and against any and all claims and demands arising from using LynxPDF Services or KDAN accounts, whether or not such use is manipulated by User or a third party.

The foregoing obligations shall survive and remain effective after the termination or expiration of this Agreement or upon User's cancellation of purchase.

16. Limitation of Liability

To the fullest extent permissible by law, in no event shall KDAN, its branches, subsidiaries, directors, managers, employees, agents, partners, collaborators or licensors be liable to User for any direct, indirect, contingent, specific or consequential damages, including without limitations, the costs arising from use, data, business, goodwill or profits, or procurement of substitute goods or services, or other tangible or intangible losses, which may result from the manipulation of User or a third party, whether it is legally grounded or not, or whether KDAN has been informed of the possibility of the said damages, and whether User may not be entitled to seek damages thereafter. KDAN's total amount of compensation arising out of or in relation to this Agreement shall be subject to a limit of within [3] months prior to the incurrence of the damages, [100]% of the average fees paid by User for using the relevant LynxPDF Services.

17. Cloud Customer Change Management Process

We provide a standard change management process, allowing Users to submit change requests for security configurations and data management preferences. Each change will be recorded, reviewed, and processed to ensure compliance with security standards and minimize potential impact or disruption on service.

18. Logging and Monitoring Capability

Our logs and monitors key activities of the system, recording User operations, data access and security events. These logs are securely stored to provide the necessary transparency to identify and resolve any potential issues.

19. Incident Management and Communication Procedures

We detect, classify, and respond to potential security incidents, and report them in accordance with procedural requirements to ensure timely notification to affected Users in the event of an incident. For potential security incidents within LynxPDF Services, digital evidence collection and preservation will be conducted in accordance with established procedures and requirements to ensure compliance, protect Users' rights, and provide a transparent and traceable handling process when necessary.

20. Data Privacy

Users are responsible for conducting data security and compliance assessments and management in accordance with applicable laws, such as the Personal Data Protection Act and

GDPR. While the LynxPDF Services provide relevant security features, personal data and temporary data protection and documentation, Users shall bear the ultimate responsibility for data protection.

21. Completeness

If any provision of these Terms of Service is deemed invalid or unenforceable by a court or other competent authority, the validity and enforceability of the remaining provisions shall not be affected.

22. Interpretation

KDAN reserves the right of final interpretation regarding matters published on the website.

23. Dispute Resolution

The applicable law under this Agreement and the LynxPDF Services relationship between KDAN and Users shall be governed in accordance with Article 2 of this Agreement. Any disputes arising out of or in connection with the LynxPDF Services or this Agreement shall be submitted to the courts or arbitration institution designated below, depending on Users' region:

(1) If Users are located in the Americas (including but not limited to the United States and its territories, Canada, Mexico, Brazil, Argentina, Peru, etc.), both parties agree to submit to the jurisdiction of the Superior Court of Orange County, California, United States.

(2) If Users are located in Japan (including Okinawa, Ishigaki Island, etc.), both parties agree to submit to the jurisdiction of the Tokyo District Court of Japan.

(3) If Users are located in the United Kingdom, European Union or Southeast Asia (including but not limited to Singapore, Thailand, Vietnam, Malaysia, Indonesia, etc.), both parties agree to submit to the jurisdiction of the Singapore International Commercial Court(SICC).

(4) If Users are located in Taiwan (including Penghu, Kinmen, Matsu, etc.), both parties agree to submit to the jurisdiction of the Taiwan Taipei District Court as the court of first instance.

(5) If Users are located in the People's Republic of China, both parties agree to submit the dispute to arbitration before the Shanghai International Economic and Trade Arbitration Commission.

(6) If Users are located in any region other than those listed above, both parties agree to submit to the jurisdiction of the Singapore International Commercial Court.

24. Language and Translations

KDAN may provide certain translated versions of this Terms of Service for international Users. If there is a discrepancy between the translation version and the Traditional Chinese version, the Traditional Chinese version shall prevail.