

CUSTOM MC TASKBAR

END USER LICENSE AGREEMENT (EULA) v3.0

Edition: 21 September 2026 | English version

PART I - PARTIES AND USE OF THE SOFTWARE

1. LICENSOR AND CONTACT

The licensor of Custom MC Taskbar is Marek Czuba, a natural person, referred to as the "Author". Address for service and complaints: ul. Przejazd 14B, 58-350 Mieroszów, Polska. Email: custommctaskbar@pm.me. Describing the Author as a natural person does not exclude obligations applicable to a trader where they arise from the nature of the activity and applicable law.

The User is an individual, legal entity or other entity capable of entering into this Agreement. Anyone acting for an organization must have appropriate authority.

2. SUBJECT MATTER AND ACCEPTANCE

This Agreement governs the Author's original parts of Custom MC Taskbar, their documentation and updates (the "Program"). Independent third-party components and services do not become the Author's property because they work with the Program.

Acceptance occurs by selecting the acceptance checkbox and "Accept and Continue" after the Agreement has been made available. Downloading a file alone does not constitute acceptance. The User may save or print the Agreement. Declining ends the launch of this release; it does not waive rights to repayment or other statutory remedies.

Accepting the EULA is not an order for a paid license, marketing consent or consent to losing a withdrawal right. Purchase terms must be provided before an order is accepted, and the contract must be confirmed on a durable medium, such as email.

3. PROTECTED USERS

A "Protected User" means a consumer and an individual entering into a contract directly related to their business but not professional in nature for that individual, to the extent that applicable law grants protection. Nothing in this Agreement displaces that person's mandatory rights.

Liability restrictions expressly limited to business transactions do not apply to a Protected User. In a conflict, mandatory law applies instead of a less favorable contractual term.

4. LICENSE GRANT

The Author grants a non-exclusive license to install, run, store and use the Program in accordance with its documentation, for private or professional purposes. The User may make a backup copy. Unless agreed otherwise before purchase, one license covers one device in use at a time.

A paid license is of indefinite duration for the purchased version unless the User expressly agreed to a specified term before purchase. This does not promise unlimited hosting, new features or new major releases. It does not limit agreed services or statutory update obligations.

Moving an installation to another device owned by the User requires discontinuing use on the previous device and reactivation where necessary. The Author can be contacted to arrange that change. This Agreement does not restrict transfers or further dealings in a copy where mandatory law permits them, including exhaustion of rights.

5. TRIAL, PAID LICENSE, SUBSCRIPTION AND ACTIVATION

The Program is available for free evaluation before purchase. The standard trial lasts 30 days; its expiry date and any different terms are communicated when it is provided. After the trial, continued use of the Program requires the purchase and activation of a paid license. Trial expiry does not automatically trigger a purchase, charge or subscription.

The paid Program license and the online services subscription are separate entitlements. After the trial, using chat/messaging and Internet streaming and remote control of the radio scanner through infrastructure provided by the Author requires an additional active, paid subscription alongside the Program license. The subscription fee funds provision of these services, including maintenance of servers, the website and related infrastructure. Purchasing the Program license alone does not include a subscription unless the offer expressly specifies a bundle covering both entitlements and the period of service access.

Other online services provided by the Author may be included in a subscription only if their specific scope and payment terms are identified before purchase. A function's use of the Internet does not by itself make it subscription-based. In particular, this services subscription is not required for local radio reception, scanning, decoding or recording under the purchased license. The scope of any trial access to online services is stated when the trial begins.

Before ordering a subscription, the User receives its total price including taxes per billing period, service scope and limits, technical requirements, start date, duration, any minimum commitment and renewal and termination terms. Subscription renewal and recurring charges require express agreement when ordering; accepting the EULA or a preselected checkbox does not replace that order. The terms are confirmed on a durable medium.

Non-renewal or termination may be requested at the email address in section 1 and through an account panel if provided. The effective date follows the terms disclosed before purchase, subject to statutory rights. Ordinary cancellation of the next renewal leaves access available until the end of the paid period. Rights to earlier withdrawal, termination or a refund remain unaffected. Price or scope changes must respect the paid period and previously acquired rights; future changes require a lawful basis and prior notice, and the User's agreement where required by law or contract. Publishing a new price list alone does not amend an existing contract.

The total price, taxes, edition scope, delivery time, license duration, payment terms and any paid services must be disclosed before purchase. An activation prompt alone does not create a payment obligation. Additional charges require an express order.

First trial activation requires Internet access. The current trial mechanism requires an online check at least once every three days. A full license may use activation and local offline confirmation according to the entitlement issued. A technical activation error does not remove statutory rights or, by itself, terminate a validly acquired license.

6. INTELLECTUAL PROPERTY AND RESTRICTIONS

The Author retains rights in the Author's original parts, and third-party rightsholders retain rights in their components. Without a legal basis, the User may not distribute the Author's original parts, resell entitlements, sublicense them, remove required notices or present modified releases as official. Unlawful circumvention of activation mechanisms is prohibited.

Restrictions do not apply to acts permitted by mandatory law, including making a backup, observing and studying a program's operation, and obtaining information necessary for interoperability within statutory limits. They also do not limit rights under third-party licenses, including rights to study, modify and replace the relevant components.

PART II - ADD-ONS AND EXTERNAL SERVICES

7. SEPARATE COMPONENT LICENSES

The Program may work with separately downloaded tools, libraries included in a release, drivers, codecs and online services. Their use, copying, modification and distribution are governed by their respective licenses and applicable law. Examples include DSD-neo and its dependencies, FFmpeg/FFprobe, Cloudflared, RTL-SDR/libusb, SDRplay API, 7-Zip, .NET libraries and Microsoft software.

The relevant component's license prevails for that component. Payment for the Program concerns the Author's entitlements and services; it is not payment for rights in an independent open-source component. This Agreement does not remove rights granted directly by that component's license or impose additional restrictions on it.

Identification, source references and available license texts are provided in the Program's Legal folder and suppliers' original packages. A list or hyperlink does not replace obligations to supply complete notices, corresponding source code or an offer to provide it where the relevant license requires this.

8. DOWNLOADING, INSTALLING AND SELECTING ADD-ONS

Before using an independent add-on, the User reviews its terms and requirements and installs a compatible version from a lawful source. Accepting this Agreement does not automatically accept another supplier's license or authorize the Author to accept it for the User.

The documentation identifies functions needing add-ons, download sources and file locations. A missing add-on may prevent its associated function from working. Recommending a package or providing an integration does not imply authorship of the package, commercial affiliation with its producer or assumption of all its obligations.

The Author provides no separate voluntary quality warranty for an independent add-on unless expressly stated. However, the Author remains responsible for the Author's own obligations, including conformity of a promised integration and the effects of defective instructions to the extent required by law. A separate download alone does not exclude that responsibility.

9. DISTRIBUTION, OPEN SOURCE AND CODECS

The Author is responsible for license obligations concerning components distributed by the Author. The User is responsible for obligations arising from the User's own redistribution or modification under the applicable licenses and law. This Agreement does not transfer the Author's obligations to the User.

Calling something an “add-on”, running it as a separate process or having the User download it does not determine the legal classification of the combination. GPL/LGPL licenses, attribution requirements, source-availability obligations and distribution conditions remain effective within their scope.

The Program license grants no third-party patent or technology rights that the Author is not entitled to grant. Codecs and radio or multimedia standards may be subject to additional conditions depending on the technology, use and country. This does not assert that every such use requires a separate fee.

10. ONLINE SERVICES AND AVAILABILITY

The Author's paid online services are supplied for the period covered by an active subscription under section 5 and the accepted order. The subscription does not replace Internet access charges or separate third-party charges unless expressly included in the package. An interruption or end of service does not remove the Author's obligations concerning conformity, complaints, accounting for unperformed services and refunds due.

Network functions may require connectivity, an account, permissions and acceptance of the relevant provider's terms. Examples include Cloudflare, Microsoft, AI services, weather and radio data, and licensing and messaging infrastructure. External limits and charges are not part of the Program price unless expressly included in the offer.

The Author does not control independent API changes, provider outages or source-data quality, and does not promise uninterrupted availability. This does not exclude responsibility for services the Author has undertaken to provide, persons engaged to perform the Author's obligations, or conformity of the Program. A third-party service failure is not automatically force majeure.

PART III - RESPONSIBLE OPERATION

11. HARDWARE, SYSTEM AND AUTOMATED OPERATIONS

The User provides a compatible environment as described before purchase and in the documentation, including the appropriate Windows system, .NET runtime, hardware, drivers and permissions. Compatibility with every device or arbitrary add-on version is not guaranteed. Settings must suit the hardware used.

The Program includes functions that may change or delete files, execute commands, control windows, map data, restart the application or Windows, shut down a computer, record the screen and audio, and restore saved state. Not every automated operation is disabled by default. Review the current settings, operation scope and documentation before use.

The User should protect data and make backups appropriate to its value. Failure to make a backup does not automatically remove statutory remedies; its contribution to damage is assessed under applicable law. The Program is not intended to control systems on which life, health or infrastructure safety depends.

12. RADIO, RECORDING AND PUBLICATION

RTL-SDR and SDRplay functions enable reception, analysis, decoding, recording and Internet listening. Providing these functions is not a radio license, authorization to intercept protected communications or permission to publish another person's content, voice or data.

The User determines whether the specific reception, decoding, recording and redistribution are permitted in their circumstances and obtains necessary permissions. The User must not use the Program to unlawfully

disclose communications or infringe third-party rights. The Author remains responsible for the Author's own conduct under applicable law.

Internet Audio shares sound and scanner information, such as frequency, channel name, bank, modulation and status. In the current web panel, the password also enables receiver control. The User should protect it and choose recipients deliberately. Restoring saved state may resume functions according to configuration; holding scanning alone does not stop streaming.

13. PRIVACY AND DATA FLOWS

The Program stores configuration, memories, profiles, work history, logs, recordings and EULA acceptance locally. Some functions use network infrastructure. The current licensing mechanism sends a device identifier, computer name, Windows username and application version; the connection recipient may also process network information, including the IP address.

The messenger uses infrastructure handling identifiers, contacts, sessions, messages and files in transit. Streaming passes audio and receiver information through tunnel and portal infrastructure. External AI, mail, search and other integrations may send selected content to the relevant provider. Users should not assume that all data remains exclusively on their computer.

This description does not replace information required by the GDPR. Where the Author acts as controller, information on purposes, legal bases, recipients, transfers, retention and rights must be supplied in a separate privacy notice before collection. EULA acceptance is not blanket consent to arbitrary data processing and does not release the Author from applicable obligations.

The User should not submit another person's data without a lawful basis or disclose passwords or complete logs containing private information. Support submissions should contain the information needed to assess the issue.

14. UPDATES AND FUNCTIONAL CHANGES

The Author provides information and updates necessary to maintain conformity, including security updates, for the period required by law and any longer period agreed at purchase. New features and later major releases may be offered separately; a paid upgrade does not replace a required conformity fix.

The User should install necessary updates supplied with instructions. Consequences of not installing them are determined by law, including whether the User was properly informed of the update and the consequences of omission and whether instructions were adequate. Not having the latest version does not automatically remove protection.

This Agreement grants no general right to remove paid-for functionality at will. Changes to continuously supplied services beyond maintaining conformity require a separate lawful contractual basis and the required information and User rights. A new EULA does not operate retrospectively or remove previously acquired rights.

PART IV - LIABILITY AND USER REMEDIES

15. SCOPE OF ASSURANCES

Feature descriptions and characteristics agreed before purchase define the promised performance. The Author gives no additional voluntary warranty of error-free or uninterrupted operation or suitability for an unagreed use. Weather, radio, diagnostic and AI outputs require assessment appropriate to their intended use.

The absence of an additional warranty does not exclude liability for conformity of digital content or services. In particular, it does not require a Protected User to accept defects merely because software is described as provided "as is".

16. GENERAL LIABILITY PRINCIPLES

The Author is responsible for non-performance or improper performance of the Author's obligations under applicable law and valid terms of this Agreement. The Author is not responsible for circumstances for which neither law nor contract assigns responsibility. This includes damage caused solely by the User's unlawful use, independent modifications or incorrect configuration, provided it does not result from defects in the Program, instructions or other circumstances attributable to the Author.

Liability for intentionally caused damage, personal injury, mandatory product liability and other cases where exclusion or limitation is unlawful is not excluded. This Agreement does not exclude data-protection claims or third-party rights to the extent that they cannot validly be restricted.

17. RESTRICTIONS LIMITED TO BUSINESS TRANSACTIONS

This section applies only to a User who is not a Protected User. Subject to section 16, liability for ordinary negligence is limited to actual, normal and foreseeable loss, in aggregate up to the Program license fees actually paid to the Author by that User; the cap for a free trial is PLN 100. For recurring supplies, fees for the 12 months before the event are counted.

Within that same scope, liability for lost profits, expected savings and business interruption is excluded. These restrictions do not apply to intentional conduct, gross negligence, personal injury or liability that cannot be limited. They do not limit repayment of amounts not due or a price refund resulting from valid withdrawal or price reduction.

18. CONFORMITY AND COMPLAINTS

A Protected User retains rights under the Polish Consumer Rights Act, particularly regarding supply and conformity of digital content or services. The User may request that they be brought into conformity and, in statutory circumstances, obtain a price reduction or withdraw from the contract. Liability for single supplies, continuous supplies and necessary updates lasts for the periods provided by applicable law.

Complaints may be sent by email or to the address in section 1. Contact details, purchase date, Program version, symptoms and the requested resolution help assess a complaint. The absence of a form or logs does not invalidate it. Passwords and excessive data are not required.

A consumer complaint is answered within 14 days of receipt unless a specific rule provides otherwise, on paper or another durable medium. Failure to respond has the consequences provided by law. A complaint about the Author's performance cannot be rejected solely because a third-party supplier was involved.

19. WITHDRAWAL FROM DISTANCE PURCHASES

For a distance purchase, a Protected User entitled to statutory withdrawal may generally withdraw without giving a reason within 14 days of concluding the contract. Detailed information and a model form must be supplied before purchase; using the form is optional. An unequivocal statement sent, for example, to the email in section 1 before the deadline is sufficient. Failure to provide required information may extend the period under the law.

The right may be lost for paid digital content not supplied on a tangible medium only when statutory conditions are met, including express prior consent to starting supply, information about and acknowledgment of the loss of the right, and the required confirmation on a durable medium. Accepting the EULA, using a trial or merely launching the Program does not replace these conditions. Digital services are subject to their applicable rules.

Repayment due is made within the statutory period, generally no later than 14 days after receiving the statement, using the same payment method unless another cost-free method is agreed. Withdrawal without cause is separate from remedies for defects or non-supply.

PART V - TERMINATION AND FINAL TERMS

20. BREACH AND TERMINATION

Expiry, non-renewal or effective termination of a subscription ends access to the online services it covers. It does not by itself end a separately purchased Program license or remove local functions covered by that license. This does not remove statutory rights to recover data or obtain a refund. Uninstalling the Program alone does not request cancellation of subscription renewal; the method in section 5 should be used, without restricting other legally effective notices.

The User may stop using and uninstall the Program. Uninstallation alone is not automatically a withdrawal from purchase or a refund request.

The Author may terminate for a material breach after identifying it on a durable medium and allowing at least 14 days to remedy it where it is remediable. Measures necessary to stop unlawful use or an immediate threat may be taken sooner to the extent lawful and proportionate. There is no right to revoke a paid license freely without a valid basis.

Trial expiry or valid termination concerns the Author's own parts. It does not terminate independent open-source rights, rights in the User's recordings and files, or statutory data-recovery rights. It does not extinguish previously accrued claims.

21. GOVERNING LAW AND DISPUTES

Polish law applies. This choice does not deprive a consumer of protection under mandatory rules of the law that would apply without that choice, particularly the law of their habitual residence where applicable.

Disputes are heard by the court having jurisdiction under applicable law. A complaint or settlement attempt is not a prerequisite to bringing proceedings. A consumer may seek assistance from a consumer ombudsman, the Polish Trade Inspection or an authorized alternative dispute resolution body. The Author's participation in out-of-court proceedings is subject to applicable rules and required declarations.

22. LANGUAGES, AMENDMENTS AND RETAINED COPY

The Agreement is available in Polish and English with corresponding numbering. Neither version restricts rights under a binding offer or applicable law; ambiguous standard terms are interpreted in the consumer's favor. No language-precedence clause reduces that protection.

New terms are presented before they apply. Changing the EULA text or version may display the acceptance window again, but changing a file or clicking a button does not validate an otherwise unlawful amendment to an existing contract. Ineffective terms are not automatically replaced with similarly burdensome terms; their consequences are determined by law.

A copy of this edition is in the application's Legal folder. Acceptance records contain the version and text hash, language, time and technical details referred to in the privacy description. The EULA, agreed purchase terms and separate component licenses do not displace pre-contractual assurances on which the User was legally entitled to rely.

END OF AGREEMENT