

Important Notice Regarding Sales and Payment Processing

Payments for Pacer Pro are processed by Paddle, the authorized reseller and Merchant of Record for this transaction.

Paddle handles billing, invoicing, payment processing, and applicable taxes including VAT/GST.

Datagem LLC provides and licenses the Pacer Pro software and related product experience.

The software license agreement and payment transaction are legally distinct, and Paddle acts as the seller of record for the payment transaction.

Quick Reference Summary

- Pacer Pro is licensed, not sold — one individual user, up to 5 active installations.
- Pacer Free has no support, no Pro features, and no service commitment.
- Completed payment is required before Pacer Pro download links, setup materials, license delivery, and protected features are fulfilled.
- Refund requests are reviewed within 14 days for verified, unremediated technical issues, unless a greater right is required by applicable law.
- Mandatory consumer rights that cannot be waived by contract remain unaffected.
- Pacer is not for medical, safety-critical, or high-risk transactional use.
- Third-party attacks, fraud, and similar misuse are outside Publisher liability except where directly caused by Publisher's gross negligence or willful misconduct.
- Governing law: Japan. Default forum: Tokyo District Court.

This End User License Agreement (Agreement) is a legal agreement between you and Datagem LLC (Publisher, we, us, or our) governing your use of Pacer Free, Pacer Pro, their updates, documentation, setup guides, protected components, and related services (collectively, the Software). By downloading, installing, activating, or using the Software, you agree to this Agreement. If you do not agree, do not install or use the Software.

Important Notice for Residents of Japan

This English EULA package is intended for customers who reside outside Japan. If you are a resident of Japan, this EULA package does not apply to you. Please read and accept the separate Pacer EULA for Japanese Residents, which is available in Japanese and English, including the Japan-specific basic terms and regional addendum presented at purchase, activation, or re-activation.

1. Eligibility and Authority

You represent that you are legally capable of entering into this Agreement. If you are acting on behalf of an organization, you represent that you have authority to bind that organization. References to you include that organization where applicable.

2. License Grant

Subject to your compliance with this Agreement, the Publisher grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Software solely for your own lawful personal or internal business reading-assistance purposes. The license covers object-code use only. No ownership interest in the Software is transferred to you.

3. Free Version and Pro Version

Pacer Free may be used without payment but is provided without support, without any service-level commitment, and without Pro functionality including Read Blocks and other protected Pro features.

Pacer Pro requires a valid purchase, a valid license, successful activation, and post-payment fulfillment by the Publisher. Unless otherwise stated in writing by the Publisher, each Pro purchase is for one individual user and permits up to 5 active installations under that user's control. A Pro license may not be pooled, shared across unrelated users, rented, or used as a multi-user seat. The Pacer Pro download package, setup guide, license delivery, and access to protected components are provided only after successful checkout completion, payment confirmation, and related fulfillment steps. Pacer Pro is not provided for download before payment.

4. Activation, Verification, and License Management

Pacer Pro may require license activation, email verification, one-time passcodes, periodic refresh, online license checks, retrieval of protected components from licensing servers, and post-payment fulfillment steps before download links, setup guides, license materials, or protected access are provided. You are responsible for maintaining access to the email address used for purchase and activation. The Publisher may maintain purchase, consent, fulfillment, and activation records, including customer email address, transaction identifiers, timestamps, and delivery events, for fraud prevention, license management, support, dispute handling, and legal compliance.

If a payment is reversed, refunded, charged back, reported as fraudulent, or otherwise invalidated, the Publisher may suspend, revoke, or terminate the affected Pro license. The Publisher may impose reasonable controls to prevent abuse, unauthorized sharing, automated misuse, circumvention, or other violations of this Agreement. Successful checkout does not require the Publisher to provide immediate access before payment confirmation, anti-fraud review, compliance review, or technical fulfillment steps have been completed.

5. Restrictions

Except where prohibited by applicable law, you may not and may not permit any third party to:

- copy the Software except as reasonably necessary for permitted installation and backup;
- sell, resell, sublicense, lease, lend, distribute, assign, publish, or otherwise make the Software or license credentials available to others;
- reverse engineer, decompile, disassemble, decode, adapt, translate, create derivative works of, or attempt to discover source code, trade secrets, or underlying structure of the Software;
- bypass, disable, defeat, or interfere with activation, licensing, security, access controls, telemetry controls, update controls, or usage restrictions;
- use the Software to provide timesharing, service bureau, hosted, outsourced, or commercial managed services to third parties;
- remove or alter copyright, trademark, license, attribution, or proprietary notices;
- use the Software in any unlawful, infringing, deceptive, abusive, or fraudulent manner; or
- use the Software in safety-critical, emergency-response, medical, or other environments where failure, inaccuracy, delay, or unavailability could reasonably cause death, personal injury, or severe property or environmental damage.

6. Updates, Changes, and Availability

The Publisher may provide updates, patches, compatibility changes, bug fixes, or feature changes at any time, with or without notice, and may stop offering any feature, component, or version at any time. The Publisher has no obligation to continue developing, supporting, or maintaining any version of the Software. New or modified features may be subject to additional conditions or charges.

7. Third-Party Components

The Software may include or rely on third-party software, open-source components, browser APIs, operating-system services, payment processors, email providers, hosting infrastructure, DNS providers, CDN providers, or cloud platforms. Your use of third-party materials may be subject to separate terms. The Publisher is not responsible for third-party services, outages, policy changes, security failures, or decisions outside the Publisher's direct control.

8. Ownership and Intellectual Property

The Software is licensed and not sold. The Publisher and its licensors retain all right, title, and interest in and to the Software, all modifications, all protected components, all documentation, all branding, and all related intellectual property rights. No rights are granted except those expressly stated in this Agreement.

9. Feedback

If you voluntarily submit ideas, suggestions, bug reports, or other feedback regarding the Software for product improvement purposes, you grant the Publisher a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free right to use, reproduce, modify, distribute, and otherwise exploit that feedback without restriction or compensation to you. This grant does not cover personal data you may share incidentally in a bug report.

10. Privacy and Operational Data

The Software and related services may process technical and operational data reasonably necessary to provide activation, fraud prevention, license enforcement, delivery of protected components, recovery support, compatibility analysis, or service security. You are responsible for reviewing the Publisher's privacy disclosures and for determining whether use of the Software is appropriate for your environment.

Fees, taxes, and payment terms for Pacer Pro are presented at the point of sale. For Pacer Pro, digital delivery occurs only after successful checkout completion, payment confirmation, and post-payment fulfillment. Unless required by applicable law or expressly stated by the Publisher in writing, purchases are non-refundable.

Fees, taxes, and payment terms for Pacer Pro are presented at the point of sale. Unless required by applicable law or expressly stated by the Publisher in writing, purchases are non-refundable.

The Publisher may review refund requests within 14 calendar days of purchase for verified technical or compatibility issues that cannot be resolved through Publisher support, and may require reasonably necessary

information to verify the issue and attempt remediation before approving a refund. Any approved refund may result in suspension or termination of the refunded license.

12. Support

The Publisher may, but is not obligated to, provide support, recovery assistance, or compatibility guidance for Pacer Pro on a commercially reasonable basis and without any service-level agreement unless otherwise stated in writing. Pacer Free is provided with no support.

13. Suspension and Termination

This Agreement remains effective until terminated. The Publisher may suspend or terminate your rights immediately, with or without notice, if you breach this Agreement, misuse the Software in the specific ways described in Section 5, violate applicable law, attempt to bypass licensing or security controls, share licenses contrary to Section 3, engage in payment fraud or chargebacks, or create material risk or liability for the Publisher, its users, or its service providers.

You may terminate this Agreement at any time by ceasing use of the Software and deleting all copies in your possession or control.

14. Effect of Termination

Upon termination, the license ends immediately and you must stop using the Software, destroy or delete all copies under your control, and cease using any license keys, activation tokens, or protected components. Sections on ownership, restrictions, feedback, disclaimers, limitation of liability, indemnity, governing law, and general terms survive termination.

15. Safety, Medical, and High-Risk Use Disclaimer

Important Safety Notice — Please Read
<ul style="list-style-type: none">• Pacer is a general-purpose reading-assistance tool only. It is not a medical device, healthcare product, safety system, emergency system, accessibility certification tool, or professional advisory service.
<ul style="list-style-type: none">• Do not use Pacer in any activity where software error, delay, overlay behavior, browser interruption, inaccuracy, or software failure could cause death, personal injury, financial loss, failed transactions, legal noncompliance, or other material harm. This includes — but is not limited to — securities or cryptocurrency trading, banking or payment submission, financial transaction approval, legal filings, emergency communications, safety monitoring, and medical decision-making.
<ul style="list-style-type: none">• You remain solely responsible for reviewing, confirming, and independently verifying all submissions, actions, and on-screen information before you rely on them.
<ul style="list-style-type: none">• If you experience discomfort, eye strain, headaches, fatigue, or other adverse effects while using the Software, stop using it immediately and seek professional advice where appropriate.

16. Warranty Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, DOCUMENTATION, LICENSE SERVICES, ACTIVATION SERVICES, AND ALL RELATED COMPONENTS AND SERVICES ARE PROVIDED AS IS AND AS AVAILABLE, WITH ALL FAULTS. THE PUBLISHER DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, OR AVAILABILITY. THE PUBLISHER DOES NOT WARRANT THAT THE SOFTWARE WILL BE SECURE AGAINST ALL ATTACKS, UNINTERRUPTED, ERROR-FREE, OR COMPATIBLE WITH EVERY BROWSER, WEBSITE, OPERATING SYSTEM, OR NETWORK ENVIRONMENT. YOU ASSUME THE ENTIRE RISK AS TO USE, PERFORMANCE, RESULTS, SUITABILITY, AND SECURITY EXPOSURE OF THE SOFTWARE.

Nothing in this Agreement excludes or limits any statutory rights you may have under the consumer protection laws of your country of residence that cannot be waived or excluded by contract. Regional addenda may describe specific statutory rights applicable to your jurisdiction.

17. Security Incidents and Third-Party Misuse

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PUBLISHER IS NOT RESPONSIBLE FOR LOSS, DAMAGE, CLAIMS, OR LIABILITY ARISING OUT OF OR RELATING TO ANY UNAUTHORIZED ACCESS TO, COMPROMISE OF, INTERFERENCE WITH, OR MISUSE OF THE SOFTWARE OR RELATED SERVICES BY ANY THIRD PARTY, INCLUDING HACKING, MALWARE, RANSOMWARE, PHISHING, SPOOFING, IMPERSONATION, CREDENTIAL THEFT, ACCOUNT TAKEOVER, DNS OR EMAIL COMPROMISE, BROWSER COMPROMISE, HOSTING OR CDN COMPROMISE, PAYMENT FRAUD, OR OTHER MALICIOUS OR CRIMINAL ACTS, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY THE PUBLISHER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR LIABILITY THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW.

You are solely responsible for maintaining your own security controls, protecting devices, browsers, email accounts, passwords, and other credentials, verifying the authenticity of requests and communications, and independently confirming any financial, legal, or sensitive transaction before acting.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PUBLISHER AND ITS LICENSORS, SERVICE PROVIDERS, CONTRACTORS, AND AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, DATA, PRODUCTIVITY, OR USE ARISING OUT OF OR RELATING TO THE SOFTWARE OR THIS AGREEMENT, INCLUDING FAILED OR DELAYED PAYMENTS OR TRANSACTIONS, TRADING LOSSES, MISSED OPPORTUNITIES, BUSINESS INTERRUPTION, DATA LOSS, FRAUDULENT COMMUNICATIONS OR TRANSACTIONS, SECURITY EXPOSURE, ATTACKS AGAINST THIRD-PARTY INFRASTRUCTURE, OR PERSONAL DISCOMFORT OR HEALTH-RELATED EFFECTS, EVEN IF THE PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PUBLISHER'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO PACER PRO WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICABLE PACER PRO LICENSE GIVING RISE TO THE CLAIM. IF NO FEE WAS PAID, THE PUBLISHER'S LIABILITY WILL NOT EXCEED THE MINIMUM AMOUNT, IF ANY, THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. THESE LIMITATIONS APPLY REGARDLESS OF THE FORM OF ACTION AND EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

19. Class Action and Representative Action Waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST THE PUBLISHER, ITS AFFILIATES, LICENSORS, CONTRACTORS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS. ALL DISPUTES MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY ONLY.

20. Indemnity

To the maximum extent permitted by applicable law, you will defend, indemnify, and hold harmless the Publisher and its affiliates, licensors, contractors, service providers, officers, directors, employees, and agents from and against claims, liabilities, damages, judgments, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your violation of the restrictions in Section 5; (b) your unauthorized sharing of license keys or credentials in breach of Section 3; (c) your unlawful conduct or violation of third-party rights; or (d) your use of the Software in any safety-critical or high-risk context contrary to Section 15.

21. Export Controls and Sanctions

You may not use, export, re-export, transfer, or make the Software available except as permitted by applicable export-control, sanctions, and trade laws. You represent that you are not located in, ordinarily resident in, or acting on behalf of any jurisdiction or party subject to applicable prohibitions.

22. Governing Law and Disputes

This Agreement is governed by the laws of Japan, without regard to conflict-of-law principles. The Tokyo District Court will have exclusive jurisdiction over disputes arising out of or relating to this Agreement or the Software, except to the extent otherwise required by non-waivable applicable law.

Mandatory consumer protection provisions of your country of residence that cannot be contractually waived will apply to the extent required by applicable law. By entering into this Agreement, you acknowledge that you understand and accept the choice of Japanese law and Tokyo jurisdiction, and that you voluntarily agree to these terms. Regional addenda may provide additional dispute resolution terms applicable to your jurisdiction.

23. Changes to This Agreement

The Publisher may update this Agreement from time to time. For new purchases, renewals, major updates, or re-activation events, the version presented at that time may apply going forward to the extent permitted by law. Continued use of the Software after an updated Agreement becomes applicable constitutes acceptance of the updated terms.

24. General Terms

If any provision of this Agreement is held unenforceable, that provision will be enforced to the maximum extent permitted and the remaining provisions will remain in effect. A waiver of any breach is not a waiver of any other breach. You may not assign this Agreement without the Publisher's prior written consent. The Publisher may assign this Agreement in connection with a merger, acquisition, or sale of assets. This Agreement is the entire

agreement between you and the Publisher regarding the Software and supersedes prior or contemporaneous understandings relating to it.

25. Contact

Publisher: Datagem LLC
Support and license contact: support@mail.pacer.datagem.cloud
Address for legal notices: Datagem LLC, Japan

Document Index — Regional Addenda

The following addenda supplement this Basic Terms for users in specific jurisdictions:

Topic	Summary
Addendum A	Japan — Consumer Contract Act
Addendum B	European Union / EEA — Consumer Rights & GDPR
Addendum C	United Kingdom — UK GDPR & Consumer Rights Act 2015
Addendum D	Australia — Australian Consumer Law
Addendum E	United States — California / US Consumer Protections

Where an addendum conflicts with the Basic Terms, the addendum prevails for users in that jurisdiction to the extent required by applicable law.

Regional Addendum A — Japan

Consumer Contract Act and Japanese Law Supplement

Version 1.0 · Effective: April 17, 2026 · Datagem LLC · support@mail.pacer.datagem.cloud

About This Addendum

- This Addendum supplements the Pacer EULA Basic Terms (hereinafter "Basic Terms") and, where required by law, takes precedence over the Basic Terms.
- Where this Addendum conflicts with the Basic Terms, this Addendum prevails for users in the applicable jurisdiction.
- Terms defined in the Basic Terms have the same meaning in this Addendum unless otherwise defined.
- This Addendum may be provided in either Japanese or English as the EULA for residents of Japan. For purchasers residing in Japan, the language version actually presented at the time of purchase, contract formation, activation, or re-activation shall apply as the authoritative text of this Addendum.

Routing Notice for Residents of Japan

This Addendum A is included in this foreign-resident EULA package only to route Japan-resident customers to the correct agreement set. If you reside in Japan, do not rely on this foreign-resident EULA package. Please read and accept the separate Pacer EULA for Japanese Residents, which is available in Japanese and English, including the Japan-specific basic terms and regional addendum presented at purchase, activation, or re-activation.

Article A1. Applicability

This Addendum applies to users who are individual consumers (消費者) within the meaning of the Consumer Contract Act (消費者契約法, Act No. 61 of 2000, as amended) (hereinafter "CCA") residing in Japan.

Article A2. Consumer Contract Act — Statutory Protections

Nothing in the Basic Terms excludes or limits statutory rights under the CCA that cannot be waived by contract. In particular, please note the following.

Article A2.1. Limitation on Clauses Exempting the Publisher's Liability for Damages (Article 8, CCA)

Clauses in the Basic Terms that purport to fully exempt the Publisher from liability for damages are effective only to the extent permitted by the CCA. Specifically:

- Clauses that fully exempt the Publisher from liability for damages caused by the Publisher's intentional acts (故意) or gross negligence (重大な過失) are void under Article 8(1)(i) and (iii) of the CCA.
- Clauses that fully exempt the Publisher from liability for damages caused by the Publisher's ordinary negligence (軽過失) are void only to the extent they eliminate liability entirely. Partial limitation of such liability remains effective.
- The Publisher's liability for damages caused by the Publisher's intentional acts or gross negligence cannot be exempted or limited under this Agreement.

Article A2.2. Limitation on Clauses Estimating Damages Payable by the Consumer (Article 9, CCA)

Any portion of a clause establishing a pre-estimated damages amount or penalty upon cancellation that exceeds the average damages ordinarily arising from cancellation of the same type of consumer contract is void under Article 9(1) of the CCA.

Article A2.3. Prohibition on Clauses That Unilaterally Harm Consumer Interests (Article 10, CCA)

Clauses that, compared to applicable non-mandatory law (任意規定), restrict consumer rights or increase consumer obligations and are contrary to the fundamental principle set forth in Article 1(2) of the Civil Code (the principle of good faith, 信義誠実の原則) to the unilateral detriment of the consumer are void under Article 10 of the CCA.

Article A3. Governing Law and Jurisdiction

This Agreement is governed by the laws of Japan as stated in Article 22 of the Basic Terms, and the Tokyo District Court has exclusive jurisdiction over disputes as stated therein.

Consumer dispute resolution resources available to you include:

- National Consumer Affairs Center of Japan (国民生活センター): www.kokusen.go.jp
- Prefectural consumer affairs centers (消費生活センター) in your area of residence.
- Consumer Hotline: 188 (no area code required)

Article A4. Product Description Accuracy

The Publisher makes reasonable efforts to ensure that product descriptions, feature lists, and marketing materials accurately reflect the Software as available. If the Software materially fails to correspond to its description in a manner that a reasonable consumer would regard as significant, you may contact support@mail.pacer.datagem.cloud to request remediation or, where applicable, a refund under the refund policy in Article 11 of the Basic Terms.

Article A5. Act against Unjustifiable Premiums and Misleading Representations

The Publisher complies with the Act against Unjustifiable Premiums and Misleading Representations (不当景品類及び不当表示防止法, Act No. 134 of 1962) and endeavors not to make representations that create a false impression of superior quality (優良誤認) or advantageous terms (有利誤認) regarding the Software's features, quality, or price. If you believe any representation is misleading, please contact support@mail.pacer.datagem.cloud.

Article A6. Handling of Personal Information

The Publisher complies with the Act on the Protection of Personal Information (個人情報保護に関する法律, Act No. 57 of 2003, hereinafter "APPI") and handles personal information within the scope necessary for license activation, fraud prevention, and service delivery. You have the following rights:

- Right to disclosure of retained personal data (Article 33, APPI)
- Right to correction, addition, or deletion of content (Article 34, APPI)
- Right to cessation of use or erasure (Article 35, APPI)
- Right to cessation of third-party provision (Article 35(3), APPI)

To exercise these rights, please contact support@mail.pacer.datagem.cloud. For complaints and inquiries regarding the handling of personal information, you may also contact the Personal Information Protection Commission (個人情報保護委員会) at www.ppc.go.jp.

Article A7. Language

This Addendum may be provided in either Japanese or English as the EULA for residents of Japan. For purchasers residing in Japan, the language version actually presented at the time of purchase, contract formation, activation, or re-activation shall apply as the authoritative text of this Addendum. The Publisher welcomes inquiries in Japanese at support@mail.pacer.datagem.cloud.

Article A8. Effective Date and Updates

This Addendum is effective as of the date stated above. The Publisher may update this Addendum to reflect changes in applicable Japanese law. Updated terms will be presented at the next purchase, renewal, major update, or re-activation event.

Contact

Datagem LLC — support@mail.pacer.datagem.cloud

Inquiries in Japanese are also welcome.

Regional Addendum B — European Union / EEA

Consumer Rights Directive, Digital Content Directive, and GDPR Supplement

Version 1.1 · Effective: April 18, 2026 · Datagem LLC · support@mail.pacer.datagem.cloud

How This Addendum Works

- This Addendum supplements and, where required by law, overrides the Pacer Basic Terms.
- Where this Addendum conflicts with the Basic Terms, this Addendum prevails for users in the applicable jurisdiction.
- Terms defined in the Basic Terms have the same meaning here unless otherwise stated.

B1. Applicability

This Addendum applies to users who are consumers (as defined under applicable EU law) residing in a Member State of the European Union or the European Economic Area (EEA).

B2. Right of Withdrawal — Digital Content After Fulfillment

Under applicable EU/EEA consumer law, you ordinarily have a 14-day right of withdrawal for eligible distance contracts for digital content. However, to the extent permitted by Article 16(m) of Directive 2011/83/EU and applicable national law, this right does not apply once digital content supply has begun after you have given the required prior express consent and acknowledgement.

Immediate Supply and Post-Payment Fulfillment

- The Publisher provides the Pacer Pro download package, setup guide, license delivery, and protected access only after successful checkout completion, payment confirmation, and post-payment fulfillment.
- If, before fulfillment begins, you expressly request immediate supply of the digital content and acknowledge that you will lose your statutory right of withdrawal once supply begins, and you then begin downloading, accessing, activating, or otherwise using the digital content after fulfillment, the right of withdrawal does not apply to that supply to the extent permitted by applicable law.
- If the required express consent and acknowledgement are not validly obtained, or if applicable law otherwise provides, your statutory withdrawal rights remain unaffected.

B3. Statutory Conformity Guarantee (Digital Content Directive)

Under Directive 2019/770/EU (Digital Content Directive), digital content must conform to the contract and meet objective conformity requirements for a period of two years from supply (or such longer period as required by the law of your Member State). If the Software does not conform, you may be entitled to remediation, repair, replacement, or price reduction as provided under applicable national law implementing the Directive.

The Publisher's warranty disclaimer in Section 16 of the Basic Terms does not affect these statutory conformity rights, which cannot be waived by contract.

B4. Limitation of Liability — EU Consumer Law

To the extent that EU or Member State law prohibits the exclusion or limitation of liability for certain categories of loss in consumer contracts, those exclusions or limitations in the Basic Terms do not apply to you. The Basic Terms' liability cap and consequential damages exclusion apply only to the extent permitted by applicable law in your Member State.

B5. GDPR — Data Subject Rights

If the Publisher processes personal data about you as a data controller within the meaning of Regulation (EU) 2016/679 (GDPR), you may have the following rights subject to applicable conditions and exceptions:

- Right of access (Article 15 GDPR)
- Right to rectification (Article 16 GDPR)
- Right to erasure (Article 17 GDPR)
- Right to restriction of processing (Article 18 GDPR)
- Right to data portability (Article 20 GDPR)
- Right to object (Article 21 GDPR)
- Rights related to automated decision-making (Article 22 GDPR)

To exercise these rights, contact the Publisher at support@mail.pacer.datagem.cloud. You also have the right to lodge a complaint with your national supervisory authority.

B6. Consumer Complaints and Available Remedies

You may contact the Publisher at support@mail.pacer.datagem.cloud regarding complaints about the Software. Nothing in this Addendum limits any right you may have under applicable EU/EEA law to seek assistance from a competent court, supervisory authority, consumer body, or alternative dispute resolution mechanism that is available to you.

B7. Governing Law — EU Consumer Note

The choice of Japanese law in Section 22 of the Basic Terms does not deprive you of the protection afforded by mandatory provisions of the law of your country of habitual residence within the EU/EEA that cannot be derogated from by agreement, including under Article 6 of Regulation (EC) No 593/2008 (Rome I). Any exclusive forum or jurisdiction language in Section 22 of the Basic Terms applies only to the extent permitted by mandatory applicable law.

Contact

Datagem LLC — support@mail.pacer.datagem.cloud

Regional Addendum C — United Kingdom

Consumer Rights Act 2015 and UK GDPR Supplement

Version 1.1 · Effective: April 18, 2026 · Datagem LLC · support@mail.pacer.datagem.cloud

How This Addendum Works

- This Addendum supplements and, where required by law, overrides the Pacer Basic Terms.
- Where this Addendum conflicts with the Basic Terms, this Addendum prevails for users in the applicable jurisdiction.
- Terms defined in the Basic Terms have the same meaning here unless otherwise stated.

C1. Applicability

This Addendum applies to users who are consumers within the meaning of the Consumer Rights Act 2015 (CRA 2015) residing in the United Kingdom (England, Wales, Scotland, or Northern Ireland).

C2. Statutory Rights — Digital Content (CRA 2015)

Under Part 1, Chapter 3 of the CRA 2015, digital content supplied under a contract must be of satisfactory quality, fit for a particular purpose communicated to the trader, and as described. If the Software fails to conform to these requirements, you may have the right to:

- Repair or replacement of the digital content (Section 43 CRA 2015);
- A price reduction or the right to reject and receive a refund where repair or replacement is not possible or is not provided within a reasonable time (Section 44 CRA 2015).

The Publisher's warranty disclaimer in Section 16 of the Basic Terms does not affect these statutory rights. Nothing in this Agreement affects your statutory rights under the CRA 2015 that cannot be excluded or restricted.

C3. Unfair Terms (CRA 2015, Part 2)

Under Part 2 of the CRA 2015, a term in a consumer contract is not binding if it is unfair. A term is unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations to the detriment of the consumer. Any term in the Basic Terms that is unfair within the meaning of the CRA 2015 will not be binding on you, and the remaining terms will continue to apply if the contract is capable of continuing without the unfair term.

C4. Limitation of Liability — UK Consumer Note

Section 62 of the CRA 2015 provides that a trader cannot exclude or restrict liability for breach of a term implied by the CRA 2015. To the extent that any exclusion or limitation in the Basic Terms conflicts with this provision, it does not apply to you.

C5. UK GDPR — Data Subject Rights

If the Publisher processes personal data about you as a data controller within the meaning of the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, you may have rights including:

- Right of access (Article 15 UK GDPR)
- Right to rectification (Article 16 UK GDPR)
- Right to erasure (Article 17 UK GDPR)
- Right to restriction of processing (Article 18 UK GDPR)
- Right to data portability (Article 20 UK GDPR)
- Right to object (Article 21 UK GDPR)

To exercise these rights, contact support@mail.pacer.datagem.cloud. You also have the right to lodge a complaint with the Information Commissioner's Office (ICO) at www.ico.org.uk.

C6. Governing Law — UK Consumer Note

The choice of Japanese law in Section 22 of the Basic Terms does not deprive you of the protection afforded by mandatory rules of English, Scottish, or Northern Irish law (as applicable) that cannot be derogated from by agreement in a consumer contract, pursuant to the Rome I Regulation as retained in UK law. Any exclusive forum or jurisdiction language in Section 22 of the Basic Terms applies only to the extent permitted by mandatory applicable law.

C7. Alternative Dispute Resolution

UK consumers may refer unresolved complaints to an approved ADR entity. The Publisher will provide information about available ADR options upon request to support@mail.pacer.datagem.cloud. You may also seek assistance from the Citizens Advice consumer helpline or Trading Standards.

Contact

Datagem LLC — support@mail.pacer.datagem.cloud

Regional Addendum D — Australia

Australian Consumer Law Supplement

Version 1.1 · Effective: April 18, 2026 · Datagem LLC · support@mail.pacer.datagem.cloud

How This Addendum Works

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- Where this Addendum conflicts with the Basic Terms, this Addendum prevails for users in the applicable jurisdiction.
- Terms defined in the Basic Terms have the same meaning here unless otherwise stated.

D1. Applicability

This Addendum applies to users who are consumers within the meaning of the Australian Consumer Law (ACL) (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) residing in Australia.

D2. Australian Consumer Guarantees

The ACL provides consumers with certain non-excludable guarantees. For digital products supplied to consumers, these include guarantees that the product:

- is of acceptable quality (Section 54 ACL);
- is fit for any particular purpose made known to the supplier (Section 55 ACL); and
- corresponds with its description (Section 56 ACL).

These guarantees cannot be excluded, restricted, or modified by contract. The Publisher's warranty disclaimer in Section 16 of the Basic Terms does not apply to these statutory guarantees.

D3. Statutory Remedy — Important Notice

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to:

- cancel your service contract with us; and
- a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

D4. Limitation of Liability — ACL Permitted Cap

To the extent permitted by the ACL, and where a failure does not amount to a major failure, the Publisher's liability is limited, at the Publisher's option, to:

- supplying the services again; or
- paying the cost of having the services supplied again.

This limitation does not apply where a major failure has occurred or where limitation is not permitted under the ACL.

D5. Refunds Under the ACL

The Basic Terms' refund policy (Section 11) applies subject to, and does not limit, your rights under the ACL. Where you are entitled to a remedy under the ACL, the Basic Terms' 14-day review window and technical-issue requirement do not restrict that entitlement.

D6. No Exclusion of ACL Rights

Any term in this Agreement that purports to exclude, restrict, or modify rights conferred by the ACL, where to do so would be unlawful under Section 64 of the ACL, is void to that extent. The remaining terms of the Agreement continue in effect.

D7. Contact for ACL Matters

For complaints and remedies under the ACL, contact: support@mail.pacer.datagem.cloud. You may also contact the Australian Competition and Consumer Commission (ACCC) at www.accc.gov.au or your state or territory consumer protection agency.

Contact

Datagem LLC — support@mail.pacer.datagem.cloud

Regional Addendum E — United States

California Consumer Privacy Act and US Consumer Law Supplement

Version 1.1 · Effective: April 18, 2026 · Datagem LLC · support@mail.pacer.datagem.cloud

How This Addendum Works

- This Addendum supplements and, where required by law, overrides the Pacer Basic Terms.
- Where this Addendum conflicts with the Basic Terms, this Addendum prevails for users in the applicable jurisdiction.
- Terms defined in the Basic Terms have the same meaning here unless otherwise stated.

E1. Applicability

This Addendum applies to users residing in the United States, with enhanced provisions for residents of California.

E2. Class Action and Representative Action Waiver

As stated in Section 19 of the Basic Terms, and to the maximum extent permitted by applicable law, you waive any right to bring or participate in any class action, collective action, private attorney general action, or any other representative proceeding against the Publisher. All disputes must be brought in your individual capacity only.

You acknowledge that this waiver is a material term of this Agreement, that you have had an opportunity to review it, and that you accept it as a condition of your license.

E3. Governing Law — US Consumer Note

The choice of Japanese law in Section 22 of the Basic Terms governs this Agreement. However, mandatory consumer protection provisions of your state of residence that cannot be contractually waived will apply to the extent required by applicable law. The Tokyo District Court has exclusive jurisdiction as stated in the Basic Terms.

By purchasing and using Pacer Pro, you acknowledge that you are contracting with a Japan-based entity, that disputes will be resolved under Japanese law in Tokyo, and that you voluntarily accept these conditions.

E4. California Consumer Privacy Act (CCPA / CPRA)

For California residents, if the Publisher qualifies as a business under the California Consumer Privacy Act (Cal. Civ. Code §§ 1798.100 et seq., as amended by the California Privacy Rights Act), you may have the following rights subject to applicable exceptions:

- Right to know what personal information is collected, used, shared, or sold;
- Right to delete personal information held by the Publisher, subject to certain exceptions;

- Right to opt out of the sale or sharing of personal information;
- Right to correct inaccurate personal information;
- Right to limit use and disclosure of sensitive personal information;
- Right to non-discrimination for exercising your privacy rights.

To submit a CCPA/CPRA rights request, contact support@mail.pacer.datagem.cloud. The Publisher does not sell personal information as that term is defined under the CCPA.

E5. Warranty Disclaimer — US States

Some US states do not allow the exclusion of implied warranties for consumer products or the limitation of incidental or consequential damages. To the extent such state law applies and prohibits the exclusions or limitations in the Basic Terms, those provisions do not apply to you in that state, and you may have additional rights.

Notwithstanding the above, you acknowledge the Tokyo District Court jurisdiction and Japanese governing law, and that pursuing claims in US courts may require a successful challenge to those provisions.

E6. Electronic Contracting

You agree that this Agreement may be entered into electronically, and that your electronic acceptance (by clicking to install, activate, or purchase) has the same legal effect as a written signature under applicable federal and state electronic signature laws, including the Electronic Signatures in Global and National Commerce Act (E-SIGN Act), 15 U.S.C. § 7001 et seq.

E7. Federal Arbitration Act

If any dispute resolution or arbitration provision is contained in a future version of this Agreement applicable to you, it is the intent of the parties that such provision be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) to the maximum extent permitted by law.

E8. Contact — US Matters

Publisher contact for US inquiries: support@mail.pacer.datagem.cloud

For consumer protection resources: US FTC at www.ftc.gov; California AG at oag.ca.gov.

Contact

Datagem LLC — support@mail.pacer.datagem.cloud