Fuzzlecheck Software License: Terms and Conditions of Use

§ 1 Purpose of the Contract

1) The Fuzzlecheck software is copyright protected.

2) The licensor retains the right to the trademark of the software package or any of its parts. The licensor also retains all rights for distribution, and use.

3) The software will not be sold, rather licensed for a limited time period. The licence holder can acquire with payment, the right to use this software for a fixed limited time period only, on one user-account, on one single computer.

4) The sample shooting schedule also belongs to the software and is copyright protected.

§ 2 License limitations

1) This license allows the user one copy of the software on one single computer within a user account on an operating system. Use of the software means that the software will either be temporarily saved (e.g. RAM) on the computer or permanently saved (e.g. hard-drive, CD-ROM, DVD) and that all functions (i.e. save, print, export) are available for use.

2) If you have purchased multiple licenses for this software, you are only ever allowed as many copies in use as the number of licenses you own. If the software is loaded on a shared platform (e.g. a server), the license holder is responsible for ensuring by whatever means necessary that the number of people using the software at any one time does not exceed the number of licenses in their possession.

3) The license holder has the right to make a reasonable number of private copies of the software, (e.g. for backup or security purposes).

§ 3 Time limits of the license

1) The rights of use are fixed at 5 years from the date of acquiring the license.

2) Within the license period the software can be transferred from one computer to another.

3) Following the end of the license period the right to use the software expires.

4) The license gives the license holder the right to 5 years Fuzzlecheck Support by email.

§ 4 Transfer of the license

1) The licensor gives the license holder the possibility, within the limited license period, to transfer the license as many times as they wish on to another computer.

2) When transferring the license, the license holder is responsible for following the necessary procedure to deactivate the license on the first computer. Only once the license has been deactivated may the license holder reactivate it on another computer.

3) The license holder should ensure through normal safety precautions (regular back-ups, virus protection or firewalls) that it will be possible to deactivate the program at any time.

4) In the case of virus attack, equipment failure, shut-down of the operating system, technical equipment defects, and accidental damage or failures, for which the licensor is not responsible, which result in the license holder being unable to deactivate the program and obtain a deactivation code; the license expires. The licensor is in these cases not obliged to provide the license holder with a new activation code.

5) The license holder has the right to transfer the Fuzzlecheck license on to another operating system.

§ 5 De-activating the license

1) The deactivation of the license must be carried out using the online deactivation mechanism provided, or if the license holder does not have internet access they should follow the procedure for offline deactivation.

2) The offline deactivation requires that the deactivation code be sent to the manufacturer (e.g. by letter, or email).

3) To verify deactivation the client can order a deactivation code, which will appear in a designated place in the program.

§ 6 License restrictions

1) Should the license holder transfer or sell the license to a third party, he is obliged to inform them of the license conditions.

2) The transfer or the sale of the license to a third party is to be communicated to the licenser immediately.

3) The use of the software on more than one computer without possession of sufficient licences will be legally pursued.

4) The license holder does not have the right to, redevelop, decompile or disassemble the mechanism of the license activation process, neither for observation nor interruption purposes.

5) The software is licensed as a single product. The license holder does not have the right to separate the components of the software in order to use them on more than one computer.

6) The license holder does not have the right to either rent or lease the software product.

§ 7 Limits of the test version

1) This software is available in a trial version from the website or in other digital formats, free of charge from the licensor. The trial version in contrast to the Standard, Pro or Unit license is limited in function and capacities. The use is however without time limitation in file based projects.

2) The limited demo version is not allowed to be used in a professional context.

3) During the trial period it is generally recommended that the user ensure that all user data be saved.

4) Data entered in the trial version can not be saved or transferred to the licensed version under any circumstances and will be lost.

5) Users of the demo version do not have the right to make any claims to the licensor about particular functions or otherwise.

§ 8 Online Projects

1) The provider of the online projects does not guarantee permanent availability of the service. The provider has the right to shut down the service temporarily for maintenance work.

2) The license holder has the right to download the saved online projects on their computer.

3) The license holder is obliged to download and save their online projects on their computer in order to make a backup of the data.

4) The provider is obliged to maintain privacy of all project data. The provider must not pass this data to a third party. The provider must backup the project data in regular intervals.

5) After expiry of the online project license, the provider is not obliged to save the project data. The provider can delete all data after expiry without notifying the user. The license holder must download the project on their own computer within the license period to retain a copy.

6) The online project service can be interrupted or shut down completely at any time and without justification. In this case, the provider must submit or provide the saved data to the license holder. The license holder has no right to demand compensation.

7) Access to the online projects is secured by password. The user is obliged to keep his login data secured and protect it against abuse by third parties. The user must inform the provider immediately of a loss or abuse of their login data. If access is misused, the provider can deny access to the software. The user is liable for any damages incurred as a result of abuse of their responsibility.

§ 9 Support

1) The license includes a 5-year support service.

2) The manufacturer offers email support only. They do not offer telephone support.

3) The license holder must allow an adequate time period for support questions to be answered by the manufacturer.

§ 10 Contract breach and cancellation

1) The licensor has the right to cancel the contract at any time if the license holder is found to be in breach.

2) The license holder is liable to the licensor for any damages incurred through breach of contract.

3) In the case of contract cancellation on both sides, the license holder is responsible for deactivating the license through the proper procedure and forwarding the deactivation code to the licensor in written form (i.e. email, letter, or fax).

§ 11 Changes and Updates

1) The licensor has the right, but is not obliged, to create software updates.

2) For such updates the licensor may ask for a financial contribution.

§ 12 Guarantee and liability

1) Fuzzlecheck guarantees that the functions of the software are as those stated in the accompanying literature for a period of 12 months from the point of sale. If the license holder is a consumer as outlined under civil law then the guarantee period is extended to 2 years.

2) The guarantee only covers use of the software when conforming to the hard and software configuration indicated by the manufacturer on the internet site. The user is personally responsible when using the software with another system or configuration.

3) The licensor recognises that it is impossible to create computer software without error.

4) In the case of a fault it should be described in written form (e.g. Error message) so that a fault examination may be conducted and operating errors excluded.

5) If the error should be proven valid, the license holder should allow the company an appropriate period of time to correct this error. In this case the license holder may choose whether to receive a patch for the original delivered version or a complete new one. The licensor has the right however to refuse the solution selected by the license holder should the costs be considered to be disproportionate, or when the solution would offer no substantial benefit to the license holder. The licensor reserves the right to refuse a solution altogether if the only possibility involves disproportionate costs.

6) For the resolution of faults the licensor is entitled to two attempts within the period set by the license holder. Following a second failed attempt to resolve the problem the license holder has the right to either withdraw from the contract, or to claim a reduction in price. These rights may also be exercised after a first failed attempt to resolve the problem, if a second attempt is not anticipated within the set period. These rights also take immediate effect if a solution under the above conditions is refused.

Cancellation of the contract due to an insignificant error is impossible.

7) Should the user claim against the guarantee, and it be found that there is either no fault or that the aforementioned fault is not covered by the guarantee, the user is obliged for reasons deliberate or of negligence, to pay any cost incurred during the process.

8) The guarantee does not assure that the software is suitable for the needs of the user, or that it is compatible with existing software.

9) The software is supplied without manual or documentation. The license provider will answer questions about use via email support. The supply of manuals and documentation will be effected only if agreed in writing. In the case of such an express agreement there are no obligations in terms of the content, language, and range of the manual, and the supply of a brief description is sufficient, unless something specific has been agreed in writing.

If the supplied item is not yet located in a particular market, operating instructions will be supplied in German. The same is valid if the program is generally only available in a German-language version.

10) After this 1 year guarantee, the manufacturer is only responsible for intentional problems, or those covered by gross negligence as stated by law. With less serious negligence the company is responsible only if in breach of contract, or in the case of arrears or impossibility. In this case it is limited to liability which is foreseeable and/or typical. Liability for negligence in the guaranteed configuration, fraudulent intent, personal injury, or title insurance, remains unaffected under the product liability law and the Federal Law for Data Protection. In the case of recourse against the company under guarantee or other liability, contributory negligence of the user will also be examined, in particular considering insufficient error messages or data protection. Insufficient data protection is relevant particularly in the case where the user failed to take appropriate safeguards against effects from the outside, in particular against computer viruses and other phenomena, which can endanger individual or an entire volume of data.

§ 13 Other

1) The legal jurisdiction for any disputes concerning this contract is Berlin.

2) If parts of the present contract should be totally or partly ineffective or become so, this does not affect the effectiveness of the remaining regulations. The parties commit themselves rather to replace the ineffective regulation by the next economically suitable means. Changes to the present contract will be informed in writing. The same is valid for the abolition of this writing clause.