

Software End User License Agreement

End User License Agreement

IMPORTANT: Please read the terms and conditions of product application set out below carefully prior to download, installation, copy or use. **THROUGH DOWNLOADING, INSTALLING, COPYING OR USING THE SOFTWARE YOU ARE EXPRESSING YOUR CONSENT TO THESE TERMS AND CONDITIONS.**

Software End-User License Agreement.

Under the terms of this Software End User License Agreement (hereinafter referred to as "the Agreement") executed by and between MoneyPlanner(UK) (hereinafter referred to as "the Provider") and you, a physical person or legal entity (hereinafter referred to as "You" or "the End User"), You are entitled to use the Software defined in Article 1 of this Agreement. The Software defined in Article 1 of this Agreement can be stored on a data carrier, sent via electronic mail, downloaded from the Internet, downloaded from the Provider's servers or obtained from other sources, subject to the terms and conditions specified below.

THIS IS AN AGREEMENT ON END-USER RIGHTS AND NOT AN AGREEMENT FOR SALE. The Provider continues to own the copy of the Software and the physical media contained in the sales package and any other copies that the End User is authorized to make pursuant to this Agreement.

By clicking on the "I Accept" option while installing, downloading, copying or using the Software, You agree to the terms and conditions of this Agreement. If You do not agree to all of the terms and conditions of this Agreement, immediately click on the "I Do Not Accept" option, cancel the installation or download, or destroy or return the Software, installation media, accompanying documentation.

YOU AGREE THAT YOUR USE OF THE SOFTWARE ACKNOWLEDGES THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

1. **Software.** As used in this Agreement the term "Software" means: (i) the MoneyPlanner

computer program and all components thereof; (ii) all the contents of the disks, CD-ROMs, DVDs, e-mails and any attachments, or other media with which this Agreement is provided, including the object code form of the Software supplied on a data carrier, via electronic mail or downloaded via the Internet; (iii) any related explanatory written materials and any other possible documentation related to the Software, above all any description of the Software, its specifications, any description of the Software properties or operation, any description of the operating environment in which the Software is used, instructions for use or installation of the Software or any description of how to use the Software (hereinafter referred to as "Documentation"); (iv) copies of the Software, patches for possible errors in the Software, additions to the Software, extensions to the Software, modified versions of the Software and updates of Software components, if any, licensed to You by the Provider pursuant to Article 3 of this Agreement. The Software shall be provided exclusively in the form of executable object code.

2. **Installation.** Software supplied on a data carrier, sent via electronic mail, downloaded from the Internet, downloaded from the Provider's servers or obtained from other sources requires installation. You must install the Software on a correctly configured computer, complying at least with requirements set out in the Documentation. The installation methodology is described in the Documentation.

3. **License.** Subject to the condition that You have agreed to the terms of this Agreement, You pay the License Fee and You comply with all the terms and conditions stipulated herein, the Provider shall grant You the following rights ("the License"):

a) **Installation and use.** You shall have the non-exclusive, non-transferable right to install the Software on the hard disk of a computer or other permanent medium for data storage, installation and storage of the Software in the memory of a computer system and to implement, store and display the Software.

b) **Stipulation of the number of licenses.** The right to use the Software shall be bound by the number of End Users. One End User shall be taken to refer to the installation of the Software on one computer system;. You must not use the same License at the same time on more than one computer.

c) **Business Edition.** A Business Edition version of the Software must be obtained to use the Software on mail servers, mail relays, mail gateways or Internet gateways.

4. **Restrictions to rights.** You may not copy, distribute, extract components or make derivative works of the Software. When using the Software You are required to comply with the following restrictions:

(a) You may make one copy of the Software on a permanent storage medium as an archival

back-up copy, provided your archival back-up copy is not installed or used on any computer. Any other copies You make of the Software shall constitute breach of this Agreement.

(b) You may not use, modify, translate or reproduce the Software or transfer rights to use the Software or copies of the Software in any manner other than as provided for in this Agreement.

(c) You may not sell, sub-license, lease or rent or borrow the Software or use the Software for the provision of commercial services.

(d) You may not reverse engineer, reverse compile or disassemble the Software or otherwise attempt to discover the source code of the Software, except to the extent that this restriction is expressly prohibited by law.

(e) You agree that You will only use the Software in a manner that complies with all applicable laws in the jurisdiction in which You use the Software, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.

5. Copyright. The Software and all rights, without limitation including proprietary rights and intellectual property rights thereto are owned by MoneyPlanner(UK) and/or its licensors. They are protected by international treaty provisions and by all other applicable national laws of the country in which the Software is being used. The structure, organization and code of the Software are the valuable trade secrets and confidential information of ESET and/or its licensors. You must not copy the Software, except as set forth in Article 4(a). Any copies which You are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on the Software. If You reverse engineer, reverse compile, disassemble or otherwise attempt to discover the source code of the Software, in breach of the provisions of this Agreement, You hereby agree that any information thereby obtained shall automatically and irrevocably be deemed to be transferred to and owned by the Provider in full, from the moment such information comes into being, notwithstanding the Provider's rights in relation to breach of this Agreement.

6. Reservation of rights. The Provider hereby reserves all rights to the Software, with the exception of rights expressly granted under the terms of this Agreement to You as the End User of the Software.

7. Commencement and termination of the Agreement. This Agreement is effective from the date You agree to the terms of this Agreement. You may terminate this Agreement at any time by permanently uninstalling, destroying and returning, at your own costs, the

Software, all back-up copies and all related materials provided by the Provider or its business partners.

8. END USER DECLARATIONS. AS THE END USER YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NEITHER THE PROVIDER, ITS LICENSORS OR AFFILIATES NOR THE COPYRIGHT HOLDERS MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SOFTWARE WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. THERE IS NO WARRANTY BY THE PROVIDER OR BY ANY OTHER PARTY THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM IT.

9. No other obligations. This Agreement creates no obligations on the part of the Provider and its licensors other than as specifically set forth herein.

10. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE PROVIDER, ITS EMPLOYEES OR LICENSORS BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PROPERTY DAMAGE, PERSONAL INJURY, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, ECONOMIC, COVER, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR OTHER THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF THE PROVIDER OR ITS LICENSORS OR AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY, BUT MAY ALLOW LIABILITY TO BE LIMITED, IN SUCH CASES, THE LIABILITY OF THE PROVIDER, ITS EMPLOYEES OR LICENSORS OR AFFILIATES SHALL BE LIMITED TO THE SUM THAT YOU PAID FOR THE LICENSE.

11. Nothing contained in this Agreement shall prejudice the statutory rights of any party dealing as a consumer if running contrary thereto.