

End User Licence Agreement

Please read this EULA carefully, as it sets out the basis upon which we license the software for use.

License

1. This EULA shall continue in force indefinitely.
2. Through this EULA the licensor hereby grants the user from the moment of clicking "ACCEPT" a worldwide, non-exclusive license to:
 - (a) Use a single instance of the software;
 - (b) Use the software in accordance with this EULA;
 - (c) Create, store and maintain back-up copies of the software.;subject to the limitations and prohibitions set out and referred to below.
3. User agrees to only use the software to modify files the user has created him/her-self, owns the right to or has prior written permission to do so.
4. User agrees to not change the work of others, without their prior written permission.
5. User may not sub-license and must not purport to sub-license any rights granted by this EULA.
6. User must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the software without prior written permission.
7. User must not alter or edit the software.

No assignment of Intellectual Property Rights

8. Nothing in this EULA shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the User, or from the User to the Licensor.

Acknowledgements and Limitations

9. The User acknowledges that software is never wholly free from defects, errors and bugs; and subject to the other provisions of this EULA, the Licensor gives no warranty or representation that the Software will be wholly free from defects, errors and bugs.
10. The software distributed in this way may represent work in progress, and bears no warranty, either expressed or implied.
11. The User acknowledges that the licensor will not provide any legal, financial, accountancy or taxation advice under this EULA or in relation to the software; and, the licensor does not warrant or represent that the software or the use of the software by the user will not give rise to any legal liability on the part of the user or any other person.

Limitations and exclusions of liability

12. The licensor will not be liable to the user in respect of any losses arising out of a Force Majeure Event.
13. The licensor will not be liable to the user in respect of any loss of profits or anticipated savings.
14. The licensor will not be liable to the user in respect of any loss of revenue or income.
15. The licensor will not be liable to the user in respect of any loss of business, contracts or opportunities.
16. The licensor will not be liable to the user in respect of any loss or corruption of any data, database or software.
17. The licensor will not be liable to the user in respect of any special, indirect or consequential loss or damage.

General

18. No breach of any provision of this EULA shall be waived except with the express written consent of the party not in breach.
19. If any provision of this EULA is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this EULA will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
20. This EULA may not be varied except by a written document signed by or on behalf of each of the parties.
21. This EULA is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this EULA are not subject to the consent of any third party.