



# Warm Zero

## Terms and Conditions

Date: 2022-12-28

This Terms of Service and all supplemental terms, as amended from time to time, governs Your use of any online service, software application or website offered by Us.

The Services and Content are licensed to you, not sold. This means we grant you a limited, non-transferable and revocable right and license to use the Software Applications, Services and access the Content, subject to your compliance with these Terms.

### **Privacy and Data Collection**

Your privacy is important to us. Please read the Privacy Policy carefully for information relating to collection and use of personal information.

### **How can we modify our Services and Applications?**

We do not guarantee that the website will be available at all times, in all locations worldwide, and/or on all devices. We reserve the right to terminate all or part of the website at any time. We reserve the right to modify the prices of our software applications, including from paid to free and vice versa. The new price only applies to orders placed after the price went into effect. We may modify the content of the website or the applications for any reason, at any time, in particular for technical reasons such as updates, optimizations, new functionality, clean-up obsolete functionality.

We may enable you to download software, updates, patches and/or other utilities and tools supplied by Us.

We grant you a personal, non-transferable and non-exclusive license enabling you to use Our Software solely for the purposes of use. We keep the Intellectual Property Rights. The performance of our applications on your device depends on the capabilities of your device.

### **Limitation & Exclusion of Liability**

You expressly acknowledge that your use of the website and Software Applications is at your own risk. The Services are supplied "as is", without any guarantees, conditions, warranties or other terms such as:

- their suitability for a specific use;
- their market value;
- the absence of interruptions or errors, bugs, viruses or harmful elements, or that errors, bugs, viruses or harmful elements will be corrected; and/or
- your satisfaction.



We can provide checksums for important files so you can verify that you have the original software application made by Us.

When we acknowledge that an Active License you purchased is unusable due to our fault, our liability will be limited to providing you with another Active License of an equivalent value, for the latest application version for the same architecture and Operating System.

## **Permitted Use**

You may install and use the Software solely for your personal or business use.

## **Links to Sites and Service Operated by Others**

We may display links to other sites, applications, and services. Because We do not operate those other sites, applications, or services, we cannot take responsibility for the privacy practices of the entities that operate them. We recommend that you check their privacy policies and Terms of Use.

## **Modifications of these Terms**

We may revise these Terms at any time for security, legal, best practice and/or regulatory reasons. We will not use this right to make material changes to the Terms that affect your rights without giving you a chance to agree. If you do not agree to the changes to these Terms, you may use any previous version for which you previously agreed to the EULA, Terms and Conditions and Privacy Policy for the same date. If you do not agree to the new terms, do not use the website or the new application software. You should periodically check for changes to the Terms because they are binding on you. Any use of the Services after the revised Terms become effective constitutes your acceptance of the revised Terms.

If you are an active customer, we may notify you of changes to these terms using your contact details.

## **No Waiver**

Waiver of a right or remedy may be considered to have taken place only after the signing by us and you of a written statement to this effect.

We shall have no liability under these Terms if we are prevented from, or delayed in, performing our obligations or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control.

## **Non-exclusivity**

This Agreement does not create an exclusive relationship between the parties.

## **Non-transferability**

The license cannot to be transferred to another party, until that party sign our EULA, Terms and Conditions, and Privacy Policy with Us.



## **Property Rights**

The rights to the software will remain Our property even after execution of the agreement. This includes the actual software, the name, the copyright, the distribution rights and the intellectual property rights.

## **Modification of the software**

Our binary (executable) software shall not be modified in any form. Only the configuration files can be modified. The software is created the way it is and will remain that way.

## **Breach of contract**

Failure to comply with any of the terms will result in a breach of contract and we may revoke the license as a result.

Using an Active License for a software application is permitted only for the specified scope established at purchase. Using an Active License file means allowing the respective Application to read it. The copy of the license file in another place for backup purposes is allowed and encouraged.

## **Limitation of liability**

The licensee will be accepting the software as is. You will not be able to sue for damages, after testing the software and deciding that it is useful to You. We make no warranty for the software and how it is used by You. We make no warranties on how Our software may be influenced by other software on your device.

## **Terms of termination**

If you ever want or need to terminate the contract, your copy of the software must be destroyed (uninstalled and deleted). We may also terminate or revoke the contracts at any time, without repercussion, if the agreements entered into are breached by you.

## **Governing law**

These terms shall be governed by and construed in accordance with the laws of România. These terms are applicable only to the extent authorized by law.

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