

Příloha č. 1 – Licenční podmínky platnosti práva užití, upgrade a update licencovaného softwaru PDF Converter for SharePoint

TERMS AND CONDITIONS

1. Definitions

In this agreement:

“Confidential Information”	means information relating to the Product, including all material contained in its distributable files, activation, source and registration code, all documentation, all copyright and trade and other marks, whether registered or not but it does not include any information in public domain.
“Content”	means any Material in any form published on Our Website by us or any third party with our consent.
“SWSLA”	means Shrink Wrap Software License Agreement available here and also shipped alongwith the Product that you want to use as per the terms set out here.
“Material”	means Content of any sort posted by you on Our Website.
“Our Website”	means www.muhibi.com includes the entire computing hardware and software installation that is or supports www.muhibi.com . It also includes the blog hosted at blog.muhibi.com and the support desk at support.muhibi.com .
“Product”	means any of the products we offer for sale on our Website and include generally available updates and support services so far as specified for each Product.
“Subscription Period”	means the period during which you can contact our technical support desk and download the Product updates for free, whether an initial period or on renewal. The Subscription Period is also known as the Maintenance and Support period.

2. Our contract with you

- 2.1 When you buy the Product, you are in fact buying a licence to use the Product subject to the terms of the SWSLA. These are the terms and conditions which apply to our sale to you of

that license.

They apply:

so far as the context allows, to you as a visitor to Our Website; and in any event to you as a buyer or prospective buyer of our Product

- 2.2 We shall accept your order by e-mail confirmation. That is when our contract is made. Our message will also confirm details of your purchase and tell you when we shall dispatch your Product / when your Product will be available for download, as the case may be.
- 2.3 We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you place your order for certain Product.
- 2.4 If in the future, you buy the Product from us under any arrangement which does not involve your payment via Our Website, these terms still apply so far as they can be applied.
- 2.5 If we owe you money (for this or any other reason), we will credit your credit or debit card or refund in your bank account, as the case may be, as soon as reasonably practicable but in any event no later than 14 days from the date of your order.

3. Price, payment and product provision

- 3.1 Product prices for the different licenses are available on each Product page under the *Licences* tab.
- 3.2 When you buy the Product, you are in fact buying a licence to use the Product subject to the terms of the SWSLA in addition to those contained in this agreement.
- 3.3 We reserve the right to increase the prices with immediate effect at anytime by posting a notice on the Website. If that happens, we will not renew your Subscription Period until you have confirmed that you wish to renew at the new increased price.
- 3.4 Licence fees and any other charges are payable at the time of purchase or renewal of maintenance and support, as the case may be. If your organisation's payment terms are different and exceed 30 days then please contact us for revised pricing.
- 3.5 Payments are non-refundable.
- 3.6 Depending upon the type of product, the Product will be either provided in soft copy (that can be downloaded from our Website as detailed in the order confirmation email) or delivered physically at the address provided by you in the order.
- 3.7 The cost for usage of the Product can be paid by credit card, purchase order/bank transfer as per paragraph 3.1.

- 3.8 If you have made payment through bank transfer, your purchase will be accepted or renewed only after we have received the money in our bank account.
- 3.9 You may not share or allow others to use the Product in your name.
- 3.10 We will provide updates to the Product from time to time as we decide during the Subscription Period.
- 3.11 We will do our best to provide support for the Product at all times during the Subscription Period but there will be times when our support may be interrupted due to reasons beyond our reasonable control. Such interruption for reasonable periods for maintenance or causes beyond our control is not a ground for repayment of money you have paid. When we are aware of the likelihood of down time, we will tell you in advance in form of a post on Our Website.

4. Delivery

This paragraph applies only if your order for the Product requires delivery of Product in hard copy.

- 4.1 Deliveries will be made by a carrier instructed by us to the address stipulated in your order. You must ensure that someone is present to accept delivery.
- 4.2 If we are unable to deliver your order after two calls by our carrier, we will notify you to try to arrange an alternative date for delivery, convenient to you. If we have failed to contact you after 10 days from the first time we attempted delivery, we will cancel your order and return money paid for the goods. We will retain any charge we made for delivery.
- 4.3 If we ourselves are not able to deliver Product in hard copy within 20 days of the date of your order, we shall notify you by e-mail to arrange a later date for delivery.
- 4.4 The Product in hard copy is sent at our risk until signed for by you or by any other person at the address you have given to us.
- 4.5 We will send you a message by email to tell you when we have dispatched your order.

5. Foreign taxes, duties and import restrictions

- 5.1 If you are not in the UK, we have no knowledge of, and no responsibility for, the laws in your country.
- 5.2 You are responsible for purchasing Product which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country.

6. Product returns

- 6.1 Our most important task is to ensure your absolute satisfaction. We will always strive to reach that target. However, we acknowledge that mistakes are made occasionally. This paragraph covers that possibility. If you are not wholly satisfied with the Product, please tell us at the earliest opportunity:
 - 6.1.1 exactly what is the fault;
 - 6.1.2 the date, if relevant, when the fault became apparent;
 - 6.1.3 the version number of the Product;
 - 6.1.4 when and how you discovered the fault;
 - 6.1.5 how the fault affected your use of the Product.
- 6.2 You must tell us by email message to support@muhimbi.com or by letter to our land address at the top of this agreement that you would like to unsubscribe the Product or return hard copy of the Product, giving full details of the defect or other reason for return. We will then consider the case and if found fit, will issue a returns note. If you send Product to us without a returns note, we may not be able to identify sufficient details to enable us to attend to your complaint.
- 6.3 So far as possible, the hard copy of Product should be returned:
 - 6.3.1 with both media, containing it and all packaging as far as possible in their original condition;
 - 6.3.2 securely wrapped;
 - 6.3.3 including our delivery slip;
 - 6.3.4 at your risk and cost.
- 6.4 Any relevant license keys will need to be destroyed after return of Product.

7. Foreign taxes, duties and import restrictions

- 7.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself during the Subscription Period. We need this information to provide you with the Product.
- 7.2 If you use the Website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your account.
- 7.3 You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.
- 7.4 We reserve the right to refuse your access to Our Website.

8. Disclaimers

- 8.1 We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Product, at any time and without advance notice. You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that

you find.

- 8.2 We give no warranty and make no representation, express or implied, as to:
 - 8.2.1 the adequacy or appropriateness of the Product for your purpose;
 - 8.2.2 any implied warranty or condition as to merchantability or fitness of the Product for a particular purpose (particularly our PDF conversion products do not guarantee to maintain 100% of all formatting when converting documents). You can download free evaluation versions to test how well it works;
 - 8.2.3 the use of, or results of the use of the Product or its compatibility with your equipment, software or telecommunications connection;
 - 8.2.4 compliance with any law;
 - 8.2.5 non-infringement of any right.
- 8.3 Our Website contains links to other Internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 8.4 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of our Product.
- 8.5 In any event, including the event that any term or condition or obligation on our part (“Implied Term”) is implied into these conditions by law, then our liability is limited to the maximum extent permitted by law, to the value of the Product that you have purchased.

9. Confidential Information and Intellectual Property Rights

- 9.1 You agree to keep safe the Confidential Information and not to disclose or make available for disclosure to any person, any part of it.
- 9.2 We will defend the intellectual property rights in connection with our Product and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in text, graphics, logos, icons, images, audio clips, digital downloads, data, source code and software).
- 9.3 We also claim copyright in the designs and compilation of all Content of Our Website. Title, ownership rights, and shall remain the sole property of us and / or the other content provider. We will strongly protect those rights in all countries.
- 9.4 Except as set out in this agreement and the SWSLA, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
- 9.5 You may not use our name or logos or trade marks or any other Content on any website of yours or that of any other person.

9.6 Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

10. Your email address

- 10.1 For the purpose of downloadable Products, you represent that any username or email address selected by you, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and has not been selected for any unlawful purpose.
- 10.2 You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection.
- 10.3 You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.

11. Your Material

- 11.1 If you post any Material in Our Website, you warrant that you own the copyright in it and you accept all risk and responsibility for it. You grant to us the right to edit, copy, publish, distribute, translate and otherwise use it in any medium and for any purpose.
- 11.2 You agree that if you do post any Material on Our Website, in doing so, you grant to us a non-exclusive, irrevocable, royalty-free, right in perpetuity to use that Material in any way whatever, throughout the World in any medium. You agree to waive your right to be identified as the author and your right to object to derogatory treatment of your Material.
- 11.3 You agree to perform all further acts necessary to perfect any of the above rights granted by you to us, including the execution of deeds and documents, at our request.
- 11.4 You represent and warrant that:
- 11.4.1 you own the rights to all of the Material that you post;
 - 11.4.2 any fact stated in your Material is accurate;

12. The Licence

Subject to the terms of this agreement, we grant to you a limited licence to use the Product for your personal or business use. The license is non-exclusive, non-transferable and royalty free. The detailed terms are available in SWSLA.

13. System Security

- 13.1 You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.
- 13.2 You may not use any software tool for the purpose of extracting data from our website with the exception of data exposed as RSS or Atom feeds.
- 13.3 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

14. Acceptable use Policy

As a condition of your use of Our Website, you agree to comply with these provisions:

- 14.1 You will not use or allow anyone else to use the Web Site to post or otherwise publish:
 - 14.1.1 copyright works;
 - 14.1.2 commercial audio, video or music files;
 - 14.1.3 any Material which violates the law of any established jurisdiction;
 - 14.1.4 unlicensed software;
 - 14.1.5 software which assists in or promotes: emulators, phishing, hacking, password cracking, IP spoofing;
 - 14.1.6 links to any of the material specified in this paragraph;
 - 14.1.7 pornographic Material;
 - 14.1.8 any Material promoting discrimination or animosity to any person on grounds of gender, race or colour
- 14.2 You will not use the Product for spamming. Spamming includes, but is not limited to:
 - 14.2.1 The bulk sending of unsolicited messages, or the sending of unsolicited emails which provoke complaints from recipients;
 - 14.2.2 The sending of junk mail;
 - 14.2.3 The use of distribution lists that include people who have not given specific permission to be included in such distribution process;
 - 14.2.4 Excessive and repeated posting off-topic messages to newsgroups;
 - 14.2.5 Excessive and repeated cross-posting;
 - 14.2.6 Email harassment of another Internet user, including but not limited to, transmitting any threatening, libellous or obscene Material, or Material of any nature which could be deemed to be offensive;

14.2.7 The emailing of age inappropriate communications or content to anyone under the age of 18.

15. Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Web Site, your posting any Material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

16. Miscellaneous provisions

- 16.1 When we communicate with you we do so by email and private chat and private discussion forums. Occasionally we may communicate over the phone. You agree that such mode of communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 16.2 Where we provide Product or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of those services.
- 16.3 Nothing in this agreement or on Our Website shall confer on any third party any benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 16.4 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 16.5 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.
- 16.6 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 16.7 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.

16.8 This Agreement shall be governed by and construed in accordance with the law of England. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.