

# Tradingeye Licence Agreement

Please read this carefully before using materials.

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- The diskette or other media;
- Any other items provided that are part of this product; and

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## Other agreements

If your use of these programs and data is pursuant to an executed licence agreement, such agreement shall apply instead of the following terms and conditions.

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You undertake to:

ensure that, prior to use of the Materials by your employees or agents, all such parties are notified of this licence and the terms of this Agreement;

reproduce and include our copyright notice (or such other party's copyright notice as specified on the Materials) on all and any copies of the Materials, including any partial copies of the Materials;

hold all drawings, specifications, data (including object and source codes), software listings and all other information relating to the Materials confidential and not at any time, during this licence or after its expiry, disclose the same, whether directly or indirectly, to any third party without the Licensor's consent.

## Limited warranty

Subject to the limitations and exclusions of liability below, the Licensor warrants that (a) the diskette(s) on which the Materials are furnished will be free from material defects under normal use; and that (b) the copy of the program in the package will materially conform to the documentation which accompanies the package. The Warranty Period is 90 days from the date of delivery to you.

The Licensor will also indemnify you for personal injury or death solely and directly caused by any defect in its products or the negligence of its employees.

The Licensor shall not be liable under the said warranty above if the Materials fail to operate in accordance with the said warranty as a result of any modification, variation or addition to the Materials not performed by the Licensor or caused by any abuse, corruption or incorrect use of the Materials, including use of the Materials with equipment or other software which is incompatible.

## No other warranties

The foregoing warranty is made in lieu of any other warranties, representations or guarantees of any kind, either expressed or implied, including, but not limited to, any implied warranties of quality, merchantability, fitness for a particular purpose or ability to achieve a particular result. You assume the entire risk as to the quality and performance of the Materials. Should the Materials prove defective, you (and not the Licensor nor any licensed reseller) assume the entire cost of all necessary servicing, repair or correction. The Licensor does not warrant that the Materials will meet your requirements or that its operation will be uninterrupted or error free.

## Limitation of liability

The Licensor's entire liability and your exclusive remedy shall be:

the replacement of any diskette not meeting the Licensor's 'Limited Warranty' and which is returned to the Licensor together with dated proof of purchase; or  
if, during the Warranty Period, the

Licensor is unable to deliver a replacement diskette which is free of material defects, you may terminate this Agreement by returning the Materials to the Licensor and any money you paid to the Licensor for the Materials will be refunded, along with the cost of postage and packing.

## Exclusion of liability

Except in respect of personal injury or death caused directly by the negligence of the Licensor, in no event will the Licensor be liable to you for any damages, including any lost profits, lost savings, loss of data or any indirect, special, incidental or consequential damages arising out of the use of or inability to use such Materials, even if the Licensor has been advised of the possibility of such damages. Nothing in this Agreement limits liability for fraudulent misrepresentation.

## Your statutory rights

This licence gives you specific legal rights and you may also have other rights that vary from country to country. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the above limitations and exclusions may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the above limitations and exclusions shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. If any part of the above limitations or exclusions is held to be void or unenforceable, such part shall be deemed to be deleted from this Agreement and the remainder of the limitation or exclusion shall continue in full force and effect. Any rights that you may have as a consumer (ie a purchaser for private as opposed to business, academic or government use) are not affected.

## Term

The licence is effective until terminated. You may terminate it at any time by destroying the Materials together with all copies in any form. It will also terminate upon conditions set out elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement or if you voluntarily return the Materials to us. You agree upon such termination to destroy the Materials together with all copies in any form.

## Export

You will comply with all applicable laws, rules, and regulations governing export of goods and information, including the laws of the countries in which the Materials were created. In particular, you will not export or re-export, directly or indirectly, separately or as a part of a system, the Materials or other information relating thereto to any country for which an export licence or other approval is required, without first obtaining such licence or other approval.

## General

You agree that the Licensor shall have the right, after supplying undertakings as to confidentiality, to audit any computer system on which the Materials are installed in order to verify compliance with this software licence.

Each party irrevocably agrees that the courts of the country of registration of the Licensor, its subsidiary office, or reseller which issues an invoice for this licence, shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or in relation to this Agreement and the place of performance of this Agreement shall be that country and that the laws of that country shall govern such controversy or claim.

This Agreement constitutes the complete and exclusive statement of the Agreement between the Licensor and you with respect to the subject matter of this Agreement and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter. Any clause in this Agreement that is found to be invalid or unenforceable shall be deemed deleted and the remainder of this Agreement shall not be affected by that deletion.

Failure or neglect by either party to exercise any of its rights or remedies under this Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this Agreement nor prejudice that party's right to take subsequent action.

This Agreement is personal to you and you may not assign, transfer, sub-contract or otherwise part with this Agreement or any right or obligation under it without the Licensor's prior written consent.

Should you have any questions concerning this Agreement you may contact [tradineye.com](http://tradineye.com).