



## Tochnog Professional Company Conditions, Version Date 1 December 2019

The Tochnog Professional Company conditions below are an agreement between Tochnog Professional Company and another party named the USER. This document is available on internet with URL <http://www.tochnogprofessional.nl/disclaimer/conditions.pdf>.

**CONDITIONS: TOCHNOG PROFESSIONAL PROGRAM (referred to as SOFTWARE)**

These conditions below are the only valid conditions, there are no other conditions either written or non-written. USER confirms that the conditions below are the only conditions by the act of signing a contract with Tochnog Professional Company, or accepting an offer by Tochnog Professional Company which refers to these conditions. By using the Tochnog Professional program you agree to fully understand and accept these conditions.

**Grant of License**

USER may not transfer or sub-license, either temporarily or permanently, the right to use the SOFTWARE under this AGREEMENT without the written consent of Tochnog Professional Company.

**Tochnog Professional Company's rights**

USER acknowledges that the SOFTWARE is the sole and exclusive property of Tochnog Professional Company. By accepting this AGREEMENT the USER does not become the owner of the SOFTWARE, but USER has the right to use the SOFTWARE in accordance with this AGREEMENT. USER agrees to use the best efforts and all reasonable steps to protect the SOFTWARE from use, reproduction, or distribution, except as authorized by this AGREEMENT. USER agrees not to disassemble, de-compile or otherwise reverse engineer the SOFTWARE.

The Tochnog Professional program is copyrighted and owned by Tochnog Professional Company.

**Suitability**

Tochnog Professional Company makes no warranties as to the suitability, accuracy, or operational characteristics of the SOFTWARE and support. The SOFTWARE and support are given or sold on an "as-is" basis. USER does not have any financial or legal rights.

## **CONDITIONS: CALCULATIONS AND SUPPORT**

### **Tochnog Professional Company activities**

Below the Tochnog Professional Company activities refer to Tochnog Professional Company programming services, Tochnog Professional Company support, Tochnog Professional Company calculation results with the Tochnog Professional program and all other Tochnog Professional Company interaction with USER.

### **Only use the Tochnog Professional Company activities if you accept the conditions**

This section specifies under which conditions Tochnog Professional Company activities can be used. USER agrees to the terms of these conditions by the act of using in any form the Tochnog Professional Company activities. In case you do not want to accept these conditions, do not use the Tochnog Professional Company activities in any form.

### **Suitability**

Tochnog Professional Company makes no warranties as to the suitability or accuracy of the Tochnog Professional Company activities for any purpose. The Tochnog Professional Company activities are given to the USER on an "as-is" basis.

### **Limitation of liability**

USER agrees that Tochnog Professional Company has no liability whatever for any damages to the USER or to any other party. Tochnog Professional Company will not be responsible for any direct, indirect, incidental, or consequential damages resulting from the use of the Tochnog Professional Company activities, even if Tochnog Professional Company has been advised of such damages. These Tochnog Professional Company activities are given or sold "as-is".

### **Withdraw from work**

In case the Tochnog Professional Company activities would have no success to the judgment of Tochnog Professional Company, Tochnog Professional Company can withdraw from the activities and will have no remaining obligations; in this case there will be no costs for the USER from that time onward.

### **Copyright Tochnog Professional program extensions**

All extra functionality programmed inside the Tochnog Professional program within a support project will become the sole property of Tochnog Professional Company and is copyrighted by Tochnog Professional Company. Thus the extra functionality and the routines will explicitly not become property of the external party to which the support is given.

**CONDITIONS: NOTHING CONFIDENTIAL**

Tochnog Professional Company does not want to get and actually will not get any confidential data from USER. Tochnog Professional Company does not want to get and actually will not get any confidential data which has IP value from USER. Tochnog Professional Company does not want to get and actually will not get any support requests from USER which involve in any way confidential data or data with IP value. USER itself is responsible to check that only data or support requests are given to Tochnog Professional Company which are non-confidential and have no IP value.

USER does take care that Tochnog Professional Company when invited to visit USER, will not see, hear or get anything with confidential value or with IP value.

USER agrees that all data and information that Tochnog Professional Company finds in support time for USER, is non-confidential and has no IP value.

USER has no legal rights to take Tochnog Professional Company to court on the topic of confidentiality and IP rights.