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By installing, copying or otherwise using the contractual software, Licensee has accepted the following details of this software license agreement.

If Licensee disagrees with the regulations of this software license agreement, the contractual software must not be installed or used otherwise. In case the installation of the software has already been started, such installation must be interrupted by either clicking onto the "NO" or "CANCEL" button and the software shall be erased entirely. In case Licensee has been provided with a license key by Most Effective, this license key must be returned to Most Effective.

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(3) A single license shall be installed only on one (1) data processing device which is not being used as a server.

(4) The software may only be installed on a network server if the acquired license is explicitly defined as a network license. In case the software is used within a network, a valid license must be acquired for every named user sharing and/or using the software via such network.

(5) Any commercial resale and leasing of the software is explicitly prohibited.

(6) Without prior written approval from Most Effective, the license key must neither be passed on to third parties nor resold. However, Licensee is entitled to permanently transfer the software in total as long as this includes all parts of the software, e.g. documentations and license key and provided that the regulations of this agreement shall apply. In this case, Licensee must not keep any copy of the software. Furthermore, Licensee shall inform Most Effective in writing of such transfer and the name of the new user.

(7) The retranslation of the provided software into other codes as well as any other forms of reverse engineering of the various manufacturing stages, including a change of program, of the software are prohibited unless such measures are essential for the interoperability with other programs according to § 69e, subparagraph 1 of the German Copyright Code (UrhG) or the according regulations of the EC directives dated May 14th, 1991.

(8) Copyright credits, serial numbers or other notes to identify the program must not be altered and/or removed and/or edited in any other way.

(9) Licensee must possess a full license in order to make use of an upgrade or update of the contractual software. After processing the update or upgrade, Licensee is no longer entitled to use the original product (including the license) which was the basis of the upgrade/update, or to transfer it to a third party.

(10) Provided that it is complete and unaltered, a non-commercial or cost free transfer of the demo version of the software is permitted.

3. SOFTWARE DELIVERY

(1) The demo version is available for download on Licensor's website, www.mosteffective.eu, however, Licensee should not rely on its constant availability. If the website is not available, the demo version may also be requested by e-mail to contact@mosteffective.eu. Delivery will usually be effected within 7 working days.

(2) A properly purchased license key will be sent to the e-mail address as specified by the Licensee within a week of the Licensor receiving full payment. Licensee shall inform Licensor if the license key has not been received within 3 days after payment.

(3) To avoid misuse of credit cards the first license key the licensee receives is only valid for a period of 60 days. After the period of 45 days and latest after a period of 10 days prior to the expiry date of the first license key the licensee will receive an unlimited license key sent to the email address indicated during order. In case the licensee does not receive an unlimited license key 10 days prior to the expiry date of the first license key, the licensor is to be immediately informed.

4. WARRANTIES FOR DEFECTS

(1) Any defects in the delivered software, including manuals and other related documents, will be corrected by Most Effective within the warranty period of two years after receipt of relevant information from Licensee. Such correction will be conducted by either cost-free remedy or replacement delivery.

(2) If a successful remedy cannot be achieved within an adequate period of time, Licensee may withdraw from this agreement or claim abatement according to the legal rules and regulations (i.e. a reduction of the license fee).

(3) Licensee is aware of the fact that software programs cannot be developed to be fully compatible with every other hardware and/or software. Most Effective is only obliged to provide remedy or replacement delivery in case of software defects which essentially decrease the value of the software or its suitability with regard to the contractual usability.

(4) Licensor is liable for damages according to the relevant statutory provisions and insofar as such damages are based on culpable negligence or direct intention of the Licensor or his representatives. If Licensor or his representatives have not deliberately or intentionally caused a breach of contract, the extent of such liability for damages shall be limited to a damage that might have been reasonably be predicted.

(5) The liability of the Licensor according to the statutory provisions, insofar as Licensor culpably, even in the case of simple negligence, infringes an essential contractual obligation (cardinal obligation), shall be limited to a damage that might have been reasonably be predicted.

(6) With regard to the explicitly agreed condition of the software, the above regulations shall not limit any liabilities which are expressly intended to protect the Licensee from damages in this aspect under applicable law. Also Licensor's liability (including the liability of his agents and/or representatives) with regard to legal claims according to the German Product Liability Act as well as claims related to culpable injury to life, body or health is not being limited.

(7) The onus rests with Licensee to determine the location and the suitable hardware/type of PC to operate the software and to conduct regular data back up.

5. COMPENSATION IN MISCELLANEOUS CASES

(1) Claims of the Licensee with regard to compensation for damages or expenses shall be governed by these regulations irrespective of the nature of their legal character.

(2) Licensor shall be fully liable for claims related to culpable injury to life, body or health which are based on a negligent act or a deliberate breach of duty by Licensor or his representatives.

(3) Licensor's liability according to the German Product Liability Act (§ 14 ProdukthaftungsG) shall remain unaffected.

(4) With regard to any other liability claims, Licensor and/or his representatives shall only be fully liable in the case of the absence of a guaranteed feature of the product as well as in the case of a deliberate act or a culpable breach of duty.

(5) In the case of slight negligence, Most Effective shall only be liable insofar as a duty has been infringed which is essential to the fulfilment of the contractual use (cardinal obligation). In the case of an infringement of a cardinal obligation, the financial liability is limited to five times the cost of the license fee as well as such damages which might typically be predicted within the scope of licensing a software.

(6) Liability in case of data loss is limited to such restoration costs which would typically occur if a data back up would have been created on a regular and necessary basis.

(7) The personal liability of employees, associates, agents and representatives of Most Effective is also limited according to the provisions of this clause.

6. LICENSEE'S OBLIGATIONS (DUE DILIGENCE)

(1) Before the initial usage of the software, Licensee must ascertain with due diligence whether the installation of the software might cause major conflicts with already installed software and/or the utilised hardware.

(2) Licensee is solely responsible for the protection and saving of his existing data before the installation of the contractual software and during its regular operation. This shall include a complete back-up of system data using an appropriate program.

(3) Licensee shall not use the software for the input and storage of business or other important data until a suitable trial run of the software in connection with Licensee's hardware has successfully been performed.

7. TERM OF CONTRACT

(1) This contract is concluded for an undefined period of time.

(2) The right of Licensee to use the software and its accompanying material shall expire if Licensee is in breach of any contractual terms of use, which includes any infringement of the contractual rights of use as well as the provisions with regard to the transfer of the software. In any such case, Licensee is obliged to return the license key and the software, furthermore, Licensee must delete any data on his hardware created by using the contractual software to the extent that such data cannot be recovered in any form.

(3) The correct usage of the software and its accompanying material is a precondition for the grant of rights according to this agreement. In case of any infringement by Licensee, Most Effective is entitled to terminate this contract without notice.

8. MISCELLANEOUS

(1) In order to simplify the fulfilment of this agreement and to facilitate technical support, Licensee is obligated to register with Most Effective either via e-mail or through online registration.

(2) With regard to the registration and installation of the software, Most Effective supplies free support only via its website. Any additional technical support required or requested will only be supplied against a further remuneration payable to Most Effective and subject to further written agreement(s) between the parties hereto.

(3) In the case of an export of the software, Licensee is obliged to abide by all export laws, limitations and regulations of a particular country and Licensee is furthermore obliged to not directly or indirectly ship or transfer the software contrary to legal terms, restrictions or provisions and/or without necessary authorisations.

(4) This agreement and any disputes arising therefrom shall be governed by the laws of the Federal Republic of Germany. The regulations according to the Convention for the International Sale of Goods (CISG) from April 11th, 1980 and the Law of Conflicts shall not apply.

9. JURISDICTION

If the Licensee is a businessman in the meaning of the German Commercial Code (HGB), the place of jurisdiction with regard to all conflicts arising from this agreement shall be Licensor's place of business.

10. SEVERABILITY CLAUSE

(1) If one or several provisions of this agreement become invalid, the remaining provisions of this agreement shall remain unaffected.

(2) The invalid provision(s) shall be replaced by a valid provision that comes closest to the initial economical purpose of the invalid provision(s).

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