

# End-User License Agreement (EULA) of Dynobase

This End-User License Agreement ("EULA") is a legal agreement between you and Usługi Informatyczne Rafal Wilinski

This EULA agreement governs your acquisition and use of our Dynobase software ("Software") directly from Usługi Informatyczne Rafal Wilinski or indirectly through a Usługi Informatyczne Rafal Wilinski authorized reseller or distributor (a "Reseller").

Please read this EULA agreement carefully before completing the installation process and using the Dynobase software. It provides a license to use the Dynobase software and contains warranty information and liability disclaimers.

If you register for a free trial of the Dynobase software, this EULA agreement will also govern that trial. By clicking "accept" or installing and/or using the Dynobase software, you are confirming your acceptance of the Software and agreeing to become bound by the terms of this EULA agreement.

If you are entering into this EULA agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this EULA agreement, do not install or use the Software, and you must not accept this EULA agreement.

This EULA agreement shall apply only to the Software supplied by Usługi Informatyczne Rafal Wilinski herewith regardless of whether other software is referred to or described herein. The terms also apply to any Usługi Informatyczne Rafal Wilinski updates, supplements, Internet-based services, and support services for the Software, unless other terms accompany those items on delivery. If so, those terms apply. This EULA was created by EULA Template for Dynobase.

## License Grant

Usługi Informatyczne Rafal Wilinski hereby grants you a personal, non-transferable, non-exclusive licence to use the Dynobase software on your devices in accordance with the terms of this EULA agreement.

You are permitted to load the Dynobase software (for example a PC, laptop, mobile or tablet) under your control. You are responsible for ensuring your device meets the minimum requirements of the Dynobase software.

You are not permitted to:

- Edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit the whole or any part of the Software to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the Software or attempt to do any such things
  - Reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose
  - Allow any third party to use the Software on behalf of or for the benefit of any third party
  - Use the Software in any way which breaches any applicable local, national or international law
- use the Software for any purpose that Usługi Informatyczne Rafal Wilinski considers is a breach of this EULA agreement  
Intellectual Property and Ownership

Usługi Informatyczne Rafal Wilinski shall at all times retain ownership of the Software as originally downloaded by you and all subsequent downloads of the Software by you. The Software (and the copyright, and other intellectual property rights of whatever nature in the Software, including any modifications made thereto) are and shall remain the property of Usługi Informatyczne Rafal Wilinski.

Usługi Informatyczne Rafal Wilinski reserves the right to grant licences to use the Software to third parties.

## Termination

This EULA agreement is effective from the date you first use the Software and shall continue until terminated. You may terminate it at any time upon written notice to Usługi Informatyczne Rafal Wilinski.

It will also terminate immediately if you fail to comply with any term of this EULA agreement. Upon such termination, the licenses granted by this EULA agreement will immediately terminate and you agree to stop all access and use of the Software. The provisions that by their nature continue and survive will survive any termination of this EULA agreement.

## Liability Limitation

The liability of Usługi Informatyczne Rafal Wilinski and any third party that has been involved in the creation, production, or delivery of the Dynobase for all damages arising out of or in any way relating to the Full version, the Trial version, the Contributor version, the License Key, the Dynobase and/or this EULA shall in no event exceed the total amount of \$200.

Usługi Informatyczne Rafal Wilinski and any third party that has been involved in the creation, production, or delivery of the Dynobase are under no circumstances liable for consequential or indirect damages (including damage for loss of profit, business interruption, loss of data, and the like arising out of the use or inability to use the Dynobase).

The limitations of liability referred here shall not apply in the event that: (i) any negligence on the part of Usługi Informatyczne Rafal Wilinski leads to death or physical injury or (ii) damages arise from the intent, willful misconduct or gross negligence of Usługi Informatyczne Rafal Wilinski or the management of Usługi Informatyczne Rafal Wilinski.

## Governing Law

This EULA agreement, and any dispute arising out of or in connection with this EULA agreement, shall be governed by and construed in accordance with the laws of Poland.