



License terms

Dynamicweb Web and Ecommerce editions
February 2014

License terms for the “Dynamicweb Web and Ecommerce editions”

www.dynamicweb.com

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4. Transfer of License

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By signing up for a subscription of the Services, you agree to pay the subscription fee to Licensor in force from time to time. Applicable fees will be invoiced starting from the day you purchase the License to and in advance of using the Services. Licensor reserves the right to change the payment terms and fees upon thirty (30) days prior written notice to you. Subscription fees are not refundable, except when the cancellation right described below is applicable.

7. Cancellation right

If you use the Services for private use as a consumer, you will have a right to cancel this Agreement up until fourteen (14) days after the Agreement is finalized in accordance with Danish law, provided however that your cancellation right will expire when you initiate use of the Services.

8. Termination

You can terminate your subscription of the Services by giving Licensor a three (3) months written notice to the end of a subscription period, following which your right to use the Services ceases. Prepaid subscription fees are not refunded. Licensor can terminate your subscription of the Services with a three (3) months notice to the end of a subscription period. Furthermore, Licensor is entitled to terminate your subscription with immediate effect, if you materially breach the provisions of the Agreement, and fail to cure such breach within thirty (30) days from Licensor's notice to you thereof. For the avoidance of any doubt, failure to pay the subscription fees invoiced by Licensor will constitute material breach of your obligations. In case you materially breach your obligations under this Agreement, Licensor is entitled to disable the Services provided to you and retain any data hosted by Licensor or any third party acting on Licensor's behalf until the breach is remedied. You will continue to be charged for the fee-based Services during any period of suspension.

Upon termination of your subscription, Licensor is not obligated to store any data in relation to your subscription or in any way deliver a copy of previously stored data in respect of the Services.

9. Disclaimer of Warranties

The Services are provided "as is" but can be supported by a Certified Dynamicweb Partner. To the maximum extent permitted by law, Licensor and its contractors and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Licensor nor its contractors and licensors, makes any warranty that the Services will be error free or that access thereto will be continuous or uninterrupted. You agree that you use the Services at your own discretion and risk.

10. Limitation of Liability

As far as permissible according to applicable law Licensor's, or its suppliers' or licensors' entire liability for all claims or damages arising out of or related to this agreement, regardless of the form or action, whether in contract, negligence, strict liability or other legal or equitable theory, will be limited to and will not exceed, in the aggregate the amount paid to Licensor under this Agreement during the twelve (12) months prior to the incident causing the claim, for the specific service that caused the damage or that is otherwise the subject of the claim. In no event will Licensor be liable for any amounts of loss of income, profit or saving, loss of data or other indirect, incidental, consequential, exemplary punitive or special damages of any party, even if Licensor has been advised of the possibility of such damages in advance.

11. User Warranties

You represent and warrant that (i) your use of the Services will be in strict accordance with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which you reside) and (ii) your use of the Services will not infringe or misappropriate the intellectual property rights, including but not limited to trademarks, of any third party.

12. Indemnification

You agree to indemnify and hold harmless Licensor, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Services, including but not limited to your violation of this Agreement.

13. Miscellaneous

This Agreement constitutes the entire standard license conditions between Dynamicweb Software and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Dynamicweb Software, or by the posting by Dynamicweb Software of a revised version.

All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability. This Agreement and any access to or use of the Services will be governed by the laws of Denmark, excluding its conflict of law provisions. Any dispute arising out of or relating to this Agreement shall exclusively be referred to the courts of Denmark. The parties hereby consent to and submit to the jurisdiction of such courts. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

Dynamicweb Software may assign its rights and obligations under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.