

# **End User License Agreement for the Moodle Mailchimp plugin**

## **License scope**

Moodles / Sebsoft hereby grants to the rightful acquirer of the Moodle Mailchimp plugin ("you") a right to use this software.

This license is personal. The software may be installed on an unlimited number of computers, but only an authorized user (or the authorized number of users) may actually use the software.

It is expressly forbidden to

- reverse engineer the source code of the software or to decompile the software, except to the extent permitted by mandatory law or applicable open source license;
- provide copies of the software to third parties ;
- sublicense the software or otherwise make available the software to third parties, including by rental, Software-as-a-Service models or otherwise;
- modify the software, except to the extent permitted by mandatory law;
- remove indications of Moodules / Sebsoft as copyright holder of the software or to remove or render illegible any part thereof.

You may make a backup copy of the software. This backup copy may not be used or traded or distributed in any way, except in conjunction with the original software.

## **Intellectual property**

All right, title and interest to the software, the accompanying documentation and all modifications and extensions thereto rest and remain with Moodules / Sebsoft. You only have the rights and permissions explicitly granted to you by this agreement or granted in writing otherwise. You may not use, copy, distribute or publish the software in any other manner.

The software comprises third-party open source software. The respective third-party rights holders grant you the rights indicated in the applicable open source licenses. These licenses can be found in the documentation. This end user license agreement does not apply to this open source software, and nothing in this agreement shall be construed as a limitation of any right granted to you under an open source license.

## **Consideration**

You are solely responsible for installation and usage of the software. The documentation will provide recommended requirements for the hardware and software environment.

## **Updates**

Moodules / Sebsoft from time to time releases updates that address bugs or improve the functioning of the software.

To learn about the latest updates, consult the website of Moodules / Sebsoft. No liability is accepted for any damage caused by bugs addressed in an update not installed by you.

An update may provide terms additional to the terms of this agreement. You will be informed in advance if this is the case and you will have an opportunity to refuse that update. By installing such an update you accept the additional terms, which then become part of this agreement.

## **Support**

Moodules / Sebsoft is prepared to provide you with support in accordance with a separate maintenance agreement to be agreed upon. Contact Moodules / Sebsoft for details. Without such an agreement Moodules / Sebsoft is under no obligation to provide you with any support for the use of the Moodle Mailchimp plugin, except for issues that constitute a violation of a warranty granted below.

## **Guarantees and liability**

Moodules / Sebsoft guarantees that the carrier on which the software is supplied, shall function in accordance with expectations for a period of 90 days after receipt (and will replace the carrier free of charge if not); that the Moodle Mailchimp plugin substantially operates as described in the documentation; that the Moodle Mailchimp plugin contains no viruses, backdoors or malicious routines; that the Moodle Mailchimp plugin violates no third-party rights (such as copyrights), excluding any violations arising out of a particular use of the software; but nothing else.

Except in cases of intentional misconduct or gross negligence or the violation of a warranty granted above Moodules / Sebsoft is not liable towards you, regardless of ground, for any damages in connection with the Moodle Mailchimp plugin.

No liability exists in case damages were not reported timely after discovery to Moodules / Sebsoft. In addition no liability exists if the cause of damage is beyond the control of Moodules / Sebsoft.

## **Term of the agreement**

This agreement enters into force when you start use of the software and remains in force until terminated.

The agreement may be terminated by both you and Moodules / Sebsoft at any time by providing one month's notice. This agreement terminates automatically and immediately in case you enter into bankruptcy, apply for a suspension of payments, your assets are seized, you pass away, or in case you

enter into liquidation, legal dissolution or winding-up.

After termination of the agreement (regardless of reason) you must cease all use of the Moodle Mailchimp plugin. In addition you must remove all copies (including backup copies) of the Moodle Mailchimp plugin from all computer systems under your control.

#### **Miscellaneous terms**

Dutch law applies to this end-user license agreement.

Unless dictated otherwise by mandatory law, all disputes arising in connection with this agreement shall be brought before the competent Dutch court for the principal place of business of Moodules / Sebsoft.

A finding that any particular provision of this agreement is legally void shall not affect the validity of the entire agreement. In such a case the parties shall determine a replacement provision that is legally valid and approximates the intent of the offending provision as much as possible.

Moodules / Sebsoft may assign its rights and obligations under this agreement to a third party that acquires the relevant business or the copyrights to the Moodle Mailchimp plugin from her.