

Terms & Conditions

The following definitions shall apply for the scope of these Terms:

Access to Managed Services is granted for the particular License Terms.

Should a Product of Larvasoft Tech Apps be provided to the Customer pursuant to a license which, when fully paid, is to be perpetual, the following shall apply:

Scope of the Standard Terms and Conditions of Business

The standard terms and conditions of business set out below (hereinafter referred to as "Terms") shall apply to any and all agreements between Larvasoft Tech Apps, and its Customers concerning the delivery of its Products and/or Services, in particular, the provision of Software and its Updates/Upgrades, Managed Services and the rendering of related Services.

These Terms shall also apply to any and all future agreements between Larvasoft Tech Apps and the Customer without any further reference to them. In addition to these Terms, the EULA shall be applicable to any use of Products and in case of Services; the respective SLA shall be applicable in addition to these Terms. In case of conflict between these Terms and the EULA and/or the respective SLA, the provisions of these Terms shall prevail unless a specific term in a EULA or SLA is more favorable to Larvasoft Tech Apps.

These Terms shall prevail over any proposed terms and conditions of the Customer, even if the Customer has communicated its terms and conditions to Larvasoft Tech Apps unless Larvasoft Tech Apps has agreed to customer's terms and conditions in www.larvasoft.com. These Terms also apply in cases where Larvasoft Tech Apps provides its Products and/or Services to the Customer without any reservation and/or with knowledge of the contradicting or differing terms of the Customer.

Larvasoft Tech Apps reserves the right to change, update, amend or modify these Terms at any time. Such changes will be transmitted to the Customer in www.larvasoft.com (email will be sufficient). The Customer may object to the changes. If the Customer does not object to the changes or any part thereof, within four (4) weeks after receipt of a notification (hereinafter referred to as "Objection Period"), the changes shall be deemed accepted unequivocally by the Customer. If the Customer objects to the notified changes within the Objection Period, the agreement will continue on the present Terms or Larvasoft Tech Apps may, in its discretion terminate any or all licenses or other agreements with the Customer. Objections, notifications and other correspondence from the Customer to Larvasoft Tech Apps shall be sent to the address at the end of these Terms.

Definitions

Access - means access to a Service by use of a browser and with the aid of a Login.

Automatic Renewal - means renewal of a License at the end of a License Term without added notice. Larvasoft Tech.

Apps Freeware - means any and all Products and Services that are provided to the Customer free of charge.

Larvasoft Tech Apps Shareware - means any and all Products and Services that are provided to the Customer free of charge for trial purposes for a limited or unlimited License Term.

Computer - means any device that is able to process data with the assistance of a programmable calculation specification.

Consumer - means a Consumer and/or Entrepreneur.

Entrepreneur - means any natural person, partnership, corporation, Limited Liability Company or other legal business entity that uses the Products or Services of Larvasoft Tech Apps in their or its business and is not using the Products or Services for personal or family reasons.

EULA - means the End User License Agreement of the respective Larvasoft Tech Apps entity that must be accepted by the Customer before any use of the Products. I (users) agree all the terms and conditions with Larvasoft apps. Larvasoft Tech provides lot of various different applications, Apps purpose is for safety purpose only. If any misuse will happen through any apps of Larvasoft Tech then I agree on that I will be only responsible. Larvasoft Tech team will not be responsible directly or indirectly. I am also responsible for my data storage and loss of data, Larvasoft Tech team are not responsible for that. Customer or end users having not any rights to claim for same features in Android Operating system. Larvasoft Tech's Android having different features totally depends on mobile operating systems. It stipulates the Customer's usage rights for the Products under the relevant agreement and is available for download on www.larvasoft.com.

Fee - means the price or the License fee to be paid for a Product or Service of Larvasoft Tech Apps.

License - means the Customer's right to use the Products or Services subject to these Terms and in accordance with the EULA or SLA in effect as at the date of execution of the relevant agreement. The License shall detail the nature and scope of the Customer's right to use the Products and/or Services.

For those Larvasoft Tech Apps Products for which an Update Service is provided, the License shall also detail the Customer's right to receive ongoing Updates/Upgrades during the License Term for the provided Software. License Term - means the time period for which Larvasoft Tech Apps has granted Customer a License to a Product or Service and, if applicable to receive Updates and Upgrades. The License Term commences as soon as the Customer has received a Software Key or Login.

Login - means entering of identifier information into a Managed Service by a Customer in order to access that Managed Service. By sending a Login to a Customer, Larvasoft Tech Apps grants a License to the Customer to the Managed Service to which the Login applies.

Malware - means any software and any other dataset that causes damaging or undesirable functions in Computer or in a computer system of a user.

Managed Service - means a software application managed by Larvasoft Tech Apps and deployed to Customer over the Internet with the aid of a Login.

Multiple Use - means the simultaneous storage, simultaneous retention and any other contemporaneous use of Larvasoft Tech Apps Products on several Computers. Such use is only allowed pursuant to Licenses for Multiple Use for some Larvasoft Tech Apps products.

One-Time-Code (OTC) - means a sequence of numbers, letters and/or other symbols that must be entered into the Computer for some Software of Larvasoft Tech Apps during initial installation. In such cases, Larvasoft Tech Apps will provide Customer with an OTC. Upon entering a valid OTC, the Customer shall receive the Software Key, and the License Term for that Software shall commence.

Product - means Larvasoft Tech Apps Software including any applicable Update Service and user handbooks or other goods provided by Larvasoft Tech Apps.

Reseller - means a customer to whom Products or Services are provided expressly for the purpose of resale.

Service - means Managed Service or other related services provided by Larvasoft Tech Apps.

SLA - means the Service Level Agreement of the respective Larvasoft Tech Apps entity that must be accepted by the Customer before any use of the Services. It defines the Customer's rights of use for the respective Services under the relevant agreement and is available for download on www.larvasoft.com.

Software - means Larvasoft Tech Apps computer programs in object code format, including any and all Updates and Upgrades thereof that Larvasoft Tech Apps makes available and for which Larvasoft Tech Apps has granted a License to a Customer.

Software Key - means an encrypted code that identifies the Software provided to Customer by Larvasoft Tech Apps and is necessary for installation and access to Updates/Upgrades. The Software Key is an integral component of the Software. By sending a Software Key, Larvasoft Tech Apps grants the Customer the License to the Software to which the Software Key applies.

Support - means a Service which Larvasoft Tech Apps offers to Customers seeking help desk support for Products or Services.

Updates and Upgrades - mean the updating of the Software. Classification of the updating as an Update or Upgrade is at Larvasoft Tech Application's sole discretion.

Update Service - means the ongoing updating of Software through Updates and/or Upgrades and providing such Updates and Upgrades to the Customer by Larvasoft Tech Apps. Some Software requires the Update Service for functional use. Larvasoft Tech Apps may at its sole discretion render and designate services under its Update Service as an Update or Upgrade.

Offer and Acceptance of the Agreement The presentation of Larvasoft Tech Application's Products and Services on the internet and in prospectuses, catalogues and brochures is for informational purposes only and shall not provide an express or implied warranty nor any binding offer from Larvasoft Tech Apps but, rather, shall constitute an opportunity for the Customer to learn information and to prepare to make a binding contractual offer in the form of an order.

A legally binding agreement between Larvasoft Tech Apps and the Customer shall be concluded only if the Customer places an order and Larvasoft Tech Apps accepts such order by way of a written order confirmation (email is sufficient) or by providing one or more Products and/or Services to the Customer, (e.g., per download or by provision of a Login).

Any and all orders accepted by Larvasoft Tech Apps are subject to these Terms and the applicable EULA and/or applicable SLA.

Should the Customer be entitled to withdraw from or terminate an agreement based on any applicable statutory withdrawal right and should the Customer exercise this right within the relevant statutory period, the relevant EULA and/or SLA shall terminate at the same time. In case of such withdrawal or termination, Larvasoft Tech Apps will refund the Customer any fees on a pro-rata basis that have already been paid for the respective Product or Service according to any applicable statutory provisions.

Any deviations from or modifications to these Terms must be expressly agreed to between the parties in www.larvasoft.com.

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Any deviations from or modifications to these Terms must be expressly agreed to between the parties in www.larvasoft.com.

Subject matter of Agreements

The EULAs and SLAs that are concluded subject to these Terms shall define the Customer's rights to use Larvasoft Tech Apps Products and/or Services in accordance with these Terms and the applicable EULA and/or SLA. Upon payment of the agreed Fee, the Customer shall be granted such use rights.

For Software for which an Update Service is available, the License shall include:

A non-exclusive, non-transferable (with the exception of clause 5. below) right to use the Software without added charge for the License Term, and A right to access the Update Service during the License Term as paid for.

For Managed Services and Software for which no Update Service is provided, the License shall include a non-exclusive, non-transferable (with the exception of clause 5. below) right to use the Managed Services or the Software during the License Term as paid for.

Title in and to the Products and Services, and any and all other rights, including, but not limited to the rights of publication, reproduction, processing, translation and other exploitation rights, shall be retained by Larvasoft Tech Apps.

After an agreement has been withdrawn, rescinded or terminated, the Customer's License for the Products or Services shall automatically terminate and Customer shall have no further right of Access to or use of the Product or Services. The Customer shall receive no further Updates/Upgrades from Larvasoft Tech Apps.

The Customer shall dispose of all Software, in particular, the original data media, any backup copies and the Software data files stored on its Computer system. Larvasoft Tech Apps may demand a written confirmation by the Customer declaring that all Software has been deleted in full.

Software has a specific product lifecycle that governs the operating systems with which the Software is compatible and how long the Software will be supported by Larvasoft Tech Apps. Software is possibly not compatible with operating systems that are not specified in the product lifecycle or once the support period has expired. Therefore, the product lifecycle constitutes therefore an integral part of the relevant agreement and is published on www.larvasoft.com.

Provisions for the use of Software and Managed Service:

In using the Software and/or Managed Service, the Customer shall at all times comply with these Terms and Conditions as well as the terms of the EULA and/or SLA applicable at the time of execution of this agreement. In particular, the Software must not be reproduced, transferred or decompiled (i.e., recompilation into the source code), unless expressly permitted by the EULA or permitted according to law. If the Customer wishes to reverse engineer, decompile or disassemble the Software (hereinafter referred to as "De-compilation") for the purpose of achieving interoperability with other computer programs if allowed by law, the Customer shall contact Larvasoft Tech Apps before De-compilation of the Software and request the provision of the information necessary for the achievement of such interoperability. If Larvasoft Tech Apps supplies such information concerning interoperability without undue delay, the Customer shall not be entitled to decompile the Software.

Software for which no special Licenses for Multiple Use are available according to the relevant product information is restricted to use on one Computer by a Customer. For this purpose, the Customer may use any available Computer that meets the system requirements and for which the License was granted. Should the Customer change the Computer, the Software must be deleted from the computer on which the Software was previously installed before the reinstallation of the Software on a different Computer. For Software whose product information provides special Licenses for Multiple Use, Multiple Use shall be permissible only if, and to the extent that, the Customer purchased and was granted the relevant type or number of Licenses by Larvasoft Tech Apps.

Unless explicitly granted in the applicable License, Customer shall not have the right to access Managed Services by simultaneous or multiple use of the same Login. Larvasoft Tech Apps reserves all rights to bring an action to prohibit or stop any unauthorized use of Products and/or Services by the Customer, including but not limited to, claims for injunctive relief and damages. Unauthorized use by the Customer may lead to criminal prosecution under the relevant laws. Reference is also made to the supplementary terms and conditions of use under the applicable EULA and/or the SLA. Special provisions for Resellers If Products and/or Services are provided to a Reseller, the Reseller may transfer the License to a third party. In the event of a resale, the serial numbers issued by Larvasoft Tech Apps (e.g. License numbers, OTCs or Logins) shall be stated in the invoice.

Special provisions for Resellers If Products and/or Services are provided to a Reseller, the Reseller may transfer the License to a third party. In the event of a resale, the serial numbers issued by Larvasoft Tech Apps (e.g. License numbers, OTCs or Logins) shall be stated in the invoice.

The Reseller shall not grant to its Customers any rights in the Products and/or Services that are different from, or greater than, those permitted pursuant to these Terms and Conditions, a EULA and/or an SLA. The Reseller shall not reproduce the Products and/or Services in whole or in part, including for purposes of data backup. The parties acknowledge that damages resulting from a breach of this clause by Reseller are difficult to determine and/or quantify. Therefore, for each breach of the foregoing provisions of this clause 5, and without prejudice to Larvasoft Tech Application's right to seek other remedies at law or in equity the Reseller shall pay to Larvasoft Tech Apps liquidated damages in the amount of USD 20,000. Additional claims by Larvasoft Tech Apps resulting from the breach of these provisions remain unaffected. Such liquidated damages will be set off against any other damage awards to Larvasoft Tech Apps resulting from the breach.

Larvasoft Tech Apps terms & Conditions will be applicable for all the apps offered by Larvasoft Tech.

Delivery

Larvasoft Tech Apps delivery obligations shall be governed only by (i) Larvasoft Tech Apps order confirmation, (ii) these Terms, (iii) the EULA and/or the SLA (as applicable) unless explicitly agreed otherwise between the parties in www.larvasoft.com. Larvasoft Tech Apps may render partial deliveries where a partial delivery is reasonable for the Customer and does not significantly impair the Customer's interests. Deviations of the delivered Products and/or Services from documentation shall be permitted provided that they are reasonable and that the performance of the Products or Services is not materially, adversely affected. Larvasoft Tech Apps reserves the right to make technical changes to the Products and/or Services which enhance their operability and performance or which are necessary for the operability of the Products and/or Services.

Deviations of the delivered Products and/or Services from documentation shall be permitted provided that they are reasonable and that the performance of the Products or Services is not materially, adversely affected. Larvasoft Tech Apps reserves the right to make technical changes to the Products and/or Services which enhance their operability and performance or which are necessary for the operability of the Products and/or Services. Should Products and/or Services licensed by Customer be replaced by new Products and/or Services in Larvasoft Tech Application's product line, and such new Products and/or Services perform as well or better than the Products and/or Services ordered by Customer, then Larvasoft Tech Apps has Deviations of the delivered Products and/or Services from documentation shall be permitted provided that they are reasonable and that the

performance of the Products or Services is not materially, adversely affected. Larvasoft Tech Apps reserves the right to make technical changes to the Products and/or Services which enhance their operability and performance or which are necessary for the operability of the Products and/or Services.

Should Products and/or Services licensed by Customer be replaced by new Products and/or Services in Larvasoft Tech Application's product line, and such new Products and/or Services perform as well or better than the Products and/or Services ordered by Customer, then Larvasoft Tech Apps has the right to deliver such new Products and/or Services instead of the ordered Products Should Products and/or Services licensed by Customer be replaced by new Products and/or Services in Larvasoft Tech Application's product line, and such new Products and/or Services perform as well or better than the Products and/or Services ordered by Customer, then Larvasoft Tech Apps has Deviations of the delivered Products and/or Services from documentation shall be permitted provided that they are reasonable and that the performance of the Products or Services is not materially, adversely affected. Larvasoft Tech Apps reserves the right to make technical changes to the Products and/or Services which enhance their operability and performance or which are necessary for the operability of the Products and/or Services.

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Should Larvasoft Tech Application's performance be delayed beyond the date confirmed by Larvasoft Tech Apps, claims for late performance may only be asserted following the expiry of a reasonable grace period of no less than three weeks set by the Customer. Should Larvasoft Tech Apps be in default of its delivery obligations or should delivery become impossible for Larvasoft Tech Apps, Larvasoft Tech Apps shall only be liable pursuant to clauses 10 and 11 below. If timely delivery is prevented by circumstances that are not just temporary and that do not fall within Larvasoft Tech Application's control (in particular, in the event of strike, lock-out, unavailability of materials, force majeure, transport hindrances, plant closures or unavailability of internet connection), Larvasoft Tech Apps or the Customer may, upon ten (10) days written notice, rescind this agreement without giving rise to any obligation to the other party.

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Automatic renewal

Remuneration and payment terms Unless expressly agreed otherwise, Larvasoft Tech Application's Fees are net free place of shipment, and all shipping costs, in particular, packaging, transport costs and transport insurance,

as well as applicable statutory value added tax - if any - shall be paid by the Customer. Payments shall be due immediately without any deductions. Bills of exchange and checks shall be accepted by Larvasoft Tech Apps only pursuant to a special agreement between the parties and only if these methods of payment do not give rise to any costs and fees for Larvasoft Tech Apps. If the Customer defaults in payments, Larvasoft Tech Apps may demand agreed upon or statutory default interest for all past due sums without further notice.

Payments shall be due immediately without any deductions. Bills of exchange and checks shall be accepted by Larvasoft Tech Apps only pursuant to a special agreement between the parties and only if these methods of payment do not give rise to any costs and fees for Larvasoft Tech Apps.

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If the Customer defaults in payments, Larvasoft Tech Apps may demand agreed upon or statutory default interest for all past due sums without further notice.

IF the Customer defaults in payment, then Larvasoft Tech Apps may withhold all deliveries to the Customer, including Updates and Upgrades. Customer should carefully note the consequences of a failure to install Updates/Upgrades, in particular, that the protective function of the Software may be impaired.

The Customer may only set off against claims of Larvasoft Tech Apps if the Customer's particular claims are uncontested or confirmed in a final and binding judgment and only in so far as its counterclaims are based on the same legal relationship between the parties. Customer should carefully note the consequences of a failure to install Updates/Upgrades, in particular, that the protective function of the Software may be impaired. The Customer may only set off against claims of Larvasoft Tech Apps if the Customer's particular claims are uncontested or confirmed in a final and binding judgment and only insofar as its counterclaims are based on the same legal relationship between the parties.

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Customer's duties

Proper use of the Software requires receipt of a Software Key from Larvasoft Tech Apps or one of its authorized Resellers and Customer's installation of all Updates/Upgrades for the respective Software by Customer. If the Customer has not installed the current Updates/Upgrades of Larvasoft Tech Apps, the Software's protection against computer viruses and other Malware may be materially impaired. Installation of the Software and its Updates/Upgrades as well as regular downloading of the full and current Updates/Upgrades shall be the Customer's sole responsibility.

The Customer shall familiarize itself with the key functions of the Software or Service. The Customer shall bear the entire risk as to whether the Software or Service meets the individual requirements and needs of the Customer. The setup of a functional hardware and software environment for the Software or Service shall be the sole responsibility of the Customer. The same shall apply to regular data backup within the Customer's EDP system.

The Customer shall comply with Larvasoft Tech Application's advice and instructions concerning installation of the Software, the updating thereof by Updates/Upgrades and its operation. The Customer shall regularly consult Larvasoft Tech Apps website (www.larvasoft.com) to learn Larvasoft Tech Apps current advice and shall take this into account while operating the Software.

The Customer shall install the Software at its own cost.

This shall also be the case if certain Updates/Upgrades and releases require a new installation of the Software during the License Term. Customer shall promptly notify Larvasoft Tech Apps of any alleged or potential defects in the Products and/or Services provided. The Customer shall notify Larvasoft Tech Apps without undue delay of any changes to its email address or contact information in order for Larvasoft Tech Apps to be able to send the Customer security-relevant information for the use of the Software or Services. Larvasoft Tech Apps shall not be liable for any damages resulting from Customer's failure to provide such notification. The Customer shall promptly notify Larvasoft Tech Apps of any alleged or potential defects in the Products and/or Services provided. The Customer shall notify Larvasoft Tech Apps without undue delay of any changes to its email address or contact information in order for Larvasoft Tech Apps to be able to send the Customer security-relevant information for the use of the Software or Services. Larvasoft Tech Apps shall not be liable for any damages resulting from Customer's failure to provide such notification.

The Customer shall promptly notify Larvasoft Tech Apps of any alleged or potential defects in the Products and/or Services provided.

The Customer shall notify Larvasoft Tech Apps without undue delay of any changes to its email address or contact information in order for Larvasoft Tech Apps to be able to send the Customer security-relevant information for the use of the Software or Services.

Larvasoft Tech Apps shall not be liable for any damages resulting from Customer's failure to provide such notification.

Warranty and Limitations

Unless expressly agreed otherwise, the Products provided by Larvasoft Tech Apps as well as Larvasoft Tech Apps Services shall reasonably conform to all material product information and specifications provided by Larvasoft Tech Apps, including that in the user handbooks. Larvasoft Tech Apps does not warrant that the Products and Services under the agreement will be fit for any particular purpose. The Customer is advised and understands that, based on the current state of the art, technology program errors cannot be excluded from a Software Product or Service with complete certainty and that it is not possible to develop Software or Services that detect The Customer is advised and understands that, based on the current state of the art, technology program errors cannot be excluded from a Software Product or Service with complete certainty and that it is not possible to develop Software or Services that detect The Customer is advised and understands that, based on the current state of the art, technology program errors cannot be excluded from a Software Product or Service with complete certainty and that it is not possible to develop Software or Services that detect any and all existing viruses or other Malware. FAILURE TO INSTALL UPDATES OR UPGRADES AS PROVIDED WILL VOID ANY WARRANTIES HERE UNDER.

FAILURE TO INSTALL UPDATES OR UPGRADES AS PROVIDED WILL VOID ANY WARRANTIES HERE UNDER. Customer agrees and warrants that the Products shall not be used in high risk pursuits that require error-free, permanent operation of systems and in which the failure of the Products may result in harm to an individual's life, body or health or in substantial damage to property or the environment (such as high risk activities and high availability activities, including but not limited to the operation of nuclear facilities, weapon systems, aviation navigation or communication systems, air traffic control, life support systems and equipment, machine and production processes of pharmaceuticals and food production).

Larvasoft Tech Apps does not warrant or guarantee that the Products are fit for use in these, or other, high risk areas. If the Customer is an Entrepreneur and Larvasoft Tech Apps has provided the Customer with the Product pursuant to a perpetual, fully paid license, then defects in the provided Products, shall be rectified by Larvasoft Tech Apps, as follows, provided the Customer has notified Larvasoft Tech Apps of the respective defect promptly Notified errors shall be rectified by Larvasoft Tech Apps choice If the Customer is an Entrepreneur and Larvasoft Tech Apps has provided the Customer with the Product pursuant to a perpetual, fully paid license, then defects in the provided Products, shall be rectified by Larvasoft Tech Apps, as follows, provided the Customer has notified Larvasoft Tech Apps of the respective defect promptly Notified errors shall be rectified by Larvasoft Tech Apps choice through correction of the error ("repair") or provision of an error-free Product ("substitute If the Customer is an Entrepreneur and Larvasoft Tech Apps has provided the Customer with the Product pursuant to a perpetual, fully paid license, then defects in the provided Products, shall be rectified by Larvasoft Tech Apps, as follows, provided the Customer has notified Larvasoft Tech Apps of the respective defect promptly Notified errors shall be rectified by Larvasoft Tech Apps choice through correction of the error ("repair") or provision of an error-free Product ("substitute delivery").

Costs for correction shall be borne by Larvasoft Tech Apps.

If the Customer is an Entrepreneur and Larvasoft Tech Apps has provided the Customer with the Product pursuant to a perpetual, fully paid license, then defects in the provided Products, shall be rectified by Larvasoft Tech Apps, as follows, provided the Customer has notified Larvasoft Tech Apps of the respective defect promptly Notified errors shall be rectified by Larvasoft Tech Apps choice through correction of the error ("repair") or provision of an error-free Product ("substitute delivery"). Costs for correction shall be borne by Larvasoft Tech Apps.

If the defects cannot be corrected within a reasonable period or if repair and substitute delivery fail for other reasons, then the Customer may, at its choice, reduce the Fee paid to Larvasoft Tech Apps or - if the defects are not immaterial - terminate the agreement. Any damage claims of a Customer or claims for expenses incurred that arise from such defects shall be governed exclusively by clause 11. If Larvasoft Tech Apps has provided a Customer with the Product pursuant to a fully paid license for a specific term, for one year after commencement of the License Term defects in the Product shall be rectified by Larvasoft Tech Apps within a reasonable period after notification of the defect.

The rectification of defects shall be affected, at Larvasoft Tech Application's choice, by way of repair or substitute delivery, free of charge. If the defects cannot be corrected within a reasonable period or if repair and substitute delivery fail for other reasons, then the Customer may, at its choice, reduce the Fee paid to Larvasoft Tech Apps or - if the defects are not immaterial - terminate the agreement. Any damage claims of a Customer or claims for expenses incurred that arise from such defects shall be governed exclusively by clause 11.

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The rectification of defects shall be affected, at Larvasoft Tech Application's choice, by way of repair or substitute delivery, free of charge.

The Customer is only entitled to terminate the agreement due to the failure to grant use in accordance with the agreement if Larvasoft Tech Apps has been given sufficient opportunity to rectify the defect and such attempt has failed.

A repair or substitute delivery shall be viewed to have failed only if Larvasoft Tech Apps has been given sufficient opportunity to affect a repair or substitution without achieving the desired result or if the repair or substitution was unjustifiably refused by Larvasoft Tech Apps. If rectification of a defect in the form of repair or subsequent delivery is only possible for Larvasoft Tech Apps at unreasonable expenses, Larvasoft Tech Apps may refuse to rectify the defect and may afford the Customer to its right to rescind or terminate the agreement.

No warranty is provided for Larvasoft Tech Apps Freeware or other Products and/or Services provided by Larvasoft Tech Apps free of charge, except for the operability of the Computer Program hereinafter.

The same shall apply for Larvasoft Tech Apps Shareware, as long as there is no agreement with the Customer for the unconditional provision of a Software Key or Login No warranty is provided for Larvasoft Tech Apps Freeware or other Products and/or Services provided by Larvasoft Tech Apps free of charge, except for the operability of the Computer Program hereinafter. The same shall apply for Larvasoft Tech Apps Shareware, as long as there is no agreement with the Customer for the unconditional provision of a Software Key or Login No warranty is provided for Larvasoft Tech Apps Freeware or other Products and/or Services provided by Larvasoft Tech Apps free of charge, except for the operability of the Computer Program hereinafter.

The same shall apply for Larvasoft Tech Apps Shareware, as long as there is no agreement with the Customer for the unconditional provision of a Software Key or Login against payment. In no event shall any Customer ever be entitled to access, or demand access to the source code for the Software and/or Managed Services. The Customer shall notify Larvasoft Tech Apps without undue delay if a third-party asserts claims against the Customer based on infringement of intellectual property rights by the Product and/or Managed Services.

Should there be any such notification, whether in written documents or correspondence or in other form, the Customer shall provide these to Larvasoft Tech Apps without undue delay.

Larvasoft Tech Apps liability for Customer losses due to such infringement is limited to the cost of the service no event shall any customer ever be entitled to access, or demand access to the source code for the Software and/or Managed Services.

The Customer shall notify Larvasoft Tech Apps without undue delay if a third-party asserts claims against the Customer based on infringement of intellectual property rights by the Product and/or Managed Services.

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Should there be any such notification, whether in written documents or correspondence or in other form, the Customer shall provide these to Larvasoft Tech Apps without undue delay. Larvasoft Tech Apps liability for Customer losses due to such infringement is limited to the cost of the software or services provided by Larvasoft Tech Apps.

If the Customer is an Entrepreneur and the product of Larvasoft Tech Apps is the subject of a perpetual license, the Customer's warranty claims for defects of the product lapse after one year from the commencement of the License Term.

Limitation of Liability for damages

Larvasoft Tech Apps shall only be liable for any of the Customer's damages resulting from grossly negligent or intentional behavior of Larvasoft Tech Apps, and shall be limited to any amounts paid to Larvasoft Tech Apps by Customer during the twelve months immediately preceding the Customer's claim.

If the Products or Services are provided by Larvasoft Tech Apps for a limited period of time, Larvasoft Tech Apps liabilities for defects expire at the time of the termination of the agreement.

The foregoing limitations of liability also apply to all Larvasoft Tech Apps representatives, including but not limited to its directors, legal representatives, employees and other vicarious agents.

Retention of title, transfer by way of security Larvasoft Tech Apps shall retain title in such Product(s) and goods as parts of Services until full payment.

Should the Customer fail to pay, then Larvasoft Tech Apps may demand return of the Product(s). The Terms providing that the Customer acquires no title, including but not limited to the title stipulated in clause 4 above, shall remain unaffected by this clause.

Should the Customer sell the Products and Services provided by Larvasoft Tech Apps before the Customer has itself paid the Fee to Larvasoft Tech Apps, the Customer and Larvasoft Tech Apps agree that the receivables from the resale shall be assigned to Larvasoft Tech Apps.

Should the Products and Services be provided together with other items, the assignment of the receivables shall be limited to the value of Larvasoft Tech Apps Products and Services? Larvasoft Tech Apps may disclose the assignment or demand that the Customer notifies the debtor of such assignment.

The Customer shall formally assign the receivables if still necessary at any time at Larvasoft Tech Apps request.

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The Customer shall formally assign the receivables if still necessary at any time at Larvasoft Tech Apps request.

Demand for return of Product by Larvasoft Tech Apps shall not constitute grounds for rescission or termination of the agreement unless Larvasoft Tech Apps expressly advises the Customer thereof.

The Customer's license to use the Products and Services shall lapse upon demand for the return of the Product by Larvasoft Tech Apps. Any and all backup copies made by the Customer for its own use must be returned to Larvasoft Tech Apps or deleted by the Customer.

Miscellaneous

Should any provision of these Terms be or become invalid, ineffective or unenforceable, the remaining provisions of these Terms shall be valid and enforceable.

Any necessary official permits for transports; purchase and use of the Products and Services in the destination country are the Customer's responsibility and shall be paid for by Customer.