LinkConverter EULA

This End User License Agreement ('EULA') sets out the terms and conditions on which you are granted a License to use LinkConverter, subject to your payment of any applicable License Fee.

Definitions

LinkConverter is a conversion application for macOS marketed under the name LinkConverter, including any upgrades, updates or modifications made to it from time to time.

License refers to a Multi-Site License, as defined below.

License Fee means the amount payable by a licensee in return for a License to use LinkConverter.

License Term means:

- 30-day free trial license
- a paid license, for the length of the purchased period

Multi Site means a company and its subsidiary companies.

We, us or Licensor means Lumibit GmbH, Lena-Christ-Straße 2, 82031 Grünwald, Germany.

You means the individual or organization which has purchased or obtained a License.

License

The license type needed for your company or its subsidiaries depends on the total number of employees in the year of purchase.

The license remains valid for all updates and unlimited usage on as many devices as you wish.

Subject to payment by you of the applicable License Fee, or in the case of a free 30-day trial, subject to your agreement to comply with this EULA, we hereby grant to you a non-exclusive, revocable and non-transferable License to use LinkConverter for your internal business purposes only for the duration of the License Term. At the end of the License Term, or upon termination of this EULA for any reason, you must permanently delete all copies of LinkConverter on your system(s), unless you have agreed to purchase a further License from us.

We retain ownership of all rights (including intellectual property rights) in and to LinkConverter. Other than the License granted to you, no rights in LinkConverter are assigned or otherwise transferred to you. You may not publish, sell, market, distribute, lend, lease, rent, or sublicense LinkConverter or any software code contained within it. However, this license is not intended to prohibit or limit any fair use sanctioned by copyright law, such as permitted library and classroom usage. You may make back-up copies of LinkConverter solely to the extent necessary for archival purposes.

You can use your license unrestricted in your company or organization and all of its subsidiaries.

Privacy

We will not track or collect any information about you, your data, or your use of the software except as you specifically authorize. The software will not download or install patches, upgrades, or any third party software without getting your permission. We will not intentionally deprive you of your ability to use any features of the software or access to your data.

No Warranty

You expressly acknowledge and agree that use of the licensed application is at your sole risk. To the maximum extent permitted by applicable law, the licensed application and any services performed or provided by the licensed application are provided 'as is' and 'as available,' with all faults and without warranty of any kind, and licensor hereby disclaims all warranties and conditions with respect to the licensed application and any services, either express, implied, or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and of noninfringement of third-party rights. No oral or written information or advice given by licensor or its authorized representative shall create a warranty. Should the licensed application or services prove defective, you assume the entire cost of all necessary servicing, repair, or correction. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

Limitations of Liability

To the extent not prohibited by law, in no event shall we be liable for personal injury or any incidental, special, indirect, or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption, or any other commercial damages or losses, arising out of or related to your use of or inability to use the licensed application, however caused, regardless of the theory of liability (contract, tort, or otherwise) and even if licensor has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

General Provisions

We may terminate this EULA immediately upon written notice if you commit any breach of this EULA. You may terminate this EULA at any time by giving us written notice. If this EULA is terminated for any reason:

- you shall not be entitled to refund or repayment of the License Fee or any portion of it

- you must immediately stop using LinkConverter and permanently destroy any copies of LinkConverter on your system/s.

If any part of this agreement is found to be invalid or unenforceable, the remaining terms will stay in effect. This agreement does not prejudice the statutory rights of any party dealing as a consumer.

This agreement will be governed by the laws of the Federal Republic of Germany with its exclusive jurisdiction in respect of any dispute or matter arising out of or in connection with it.

This agreement reflects the entire agreement of you and us with regard to its subject matter, and supersedes any previous statements, warranties or representations made to you. Any modification to this agreement must be agreed to in writing by both parties.

This EULA shall be binding on you upon upon obtaining a license key from us. By agreeing to that statement, you agree to be bound to the terms and conditions contained within this EULA, and to use LinkConverter only as permitted by the express terms of this EULA.