



## **The End User License Agreement for SkaDate Dating Software – Software Solution Package.**

This End User License Agreement (“EULA”) is a legal agreement between an individual or a legal entity (Customer) and Skalfa eCommerce (Company). The EULA is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Software Solution Package constitutes your agreement to all such terms, conditions, and notices.

### **1. MODIFICATION OF THESE TERMS OF USE BY THE COMPANY.**

1.1 The Company reserves the right to change the terms, conditions, notices under which the Software Solution Package is offered, and inform the Customer beforehand the changes would come into effect, in this instance 5 work days by email.

1.2. The Company has the right to reassess the monthly charges associated with the support of the Software Solution Package taking into account of new modifications accrued to the package. This is arranged between the Company and the Customer beforehand.

### **2. NO UNLAWFUL OR PROHIBITED USE BY A CUSTOMER.**

2.1. As a condition of your use of the Software Solution Package, you warrant to the Company that you will not use the Software Solution Package for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

2.2. You may not use the Software Solution Package in any manner which could damage, disable, overburden, or impair the Software Solution Package or interfere with any other party's use and enjoyment of the Software Solution Package.

2.3. If you install additional copies, even if such additional copies are located on the same domain and/or the same IP, such usage is prohibited unless additional licenses are purchased.

2.4. This license prohibits selling, licensing, or otherwise distributing the source code of the script contained in Software Solution Package, either in full or any subpart thereof or as part of another program that you either sell, license, or otherwise distribute via any method.

### **3. THE CUSTOMER’S RIGHTS.**

3.1. You are granted a single, non-exclusive, non-transferrable license to install and use one copy of the Software Solution Package on a single domain name or IP address.

3.2. You own the rights to advertise or offer, to sell or buy any goods or services for any business purpose, publish post, upload, distribute or disseminate, sell any material or information through your web site, but bear all the responsibility for it on yourself.

3.2. Create and sell memberships and other materials and information posted on your website.

3.3. You may ask the Company to make improvements and/or changes in the Software Solution Package this relates to Modifications, the prices and the time period depend on a complexity of a modification and should be discussed separately.

3.4. The Customer has right to modify the open source code of the software package to meet their



needs. If changes are not made by the Company, then the company can't be held responsible for the stability and integrity of the software. The Customer understands that in case they need both they should ask the Company to modify the code.

#### 4. LIABILITY DISCLAIMER

- 4.1. The Company is not responsible for: a) uploaded files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of Customer's server. b) conduct or forward surveys, contests, pyramid schemes on the Customer's website.
- 4.2. The Company does not control or endorse the content, messages or information found in any web pages on your website and, therefore, the Company specifically disclaims any liability with regard to any actions resulting from your activity.
- 4.3. The Company does not take any responsibility for the development of your business, booming, slacking, business recession and bankruptcy.
- 4.4. Managers and technical staff are not authorized to reflect the full and official Company's point of view in particular matters.
- 4.5. To the maximum extent permitted by applicable law, in no event shall the Company be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with use or performance of the Software Solution Package, with the delay or inability to use Software Solution Package or related services, the provision of failure to provide services, or for any information, products, services obtained through the Software Solution Package, or otherwise arising out of the use of the Software Solution Package, whether based on contract, tort, negligence, strict liability or otherwise.

#### 5. REFUNDS

- 5.1. The Company does not make refunds after the program source code package is accessed by the Customer with Software Solution License. In this case there are no circumstances that make it possible to claim full or partial refund.

#### 6. TERMINATION/ACCESS RESTRICTION

- 6.1. GENERAL. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Indiana, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in the St Joseph County, South Bend, U.S.A. in all disputes arising out of or relating to the use of the Software Solution Package. Use of the Software Solution Package is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of the Software Solution Package. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Software Solution Package. If any part of



this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the Customer and the Company with respect to the Software Solution Package and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the Customer and the Company with respect to the Software Solution Package. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

#### 7. NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.

7.1. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.

#### 8. COLLECTION AND USE OF THE CUSTOMER'S PERSONAL INFORMATION.

- 8.1. The Company is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Statement of Privacy applies to the Software Solution Package and governs data collection and usage. By using the Software Solution Package, you consent to the data practices described in this statement.
- 8.2. The Company collects personally identifiable information, such as your e-mail address, name, home/work address, telephone number, credit card. The Company also collects anonymous demographic information, which is not unique to you, such as your ZIP code, age, gender, preferences.
- 8.3. There is also information about your computer hardware and software that is automatically collected by the Company. This information can include: your IP address, browser type, domain names, access times and referring Web site addresses. This information is used by the Company for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Software Solution Package.
- 8.4. The Company may combine and use personal information collected from you at different times to improve its services by sending email newsletters, or sending printed materials to your home. The personal information will not be shared with third parties.

#### 9. EULA CANCELLATION.

- 10.1. The company is entitled to cancel the agreement at any time in any case of a violation of the terms, conditions, notices of this agreement.
- 10.2. The customer has the right to transfer his/her license to a third party, but:



- a) The Customer has to inform the Company of his expectancies before the transfer the right in a given time – 14 days, by email.
- b) The Customer supposes to wait for a Company's decision during – 14 days after the request is accepted by the Company.
- c) The Customer must pay all charges which will be given by the Company after making all calculations concerned the transfer the right to own the software package by a third part, less undelivered services in the case of prepaid sum.
- d) The Customer ought to persuade a third part to renew the EULA with the Company.
- e) The third part has to renew the EULA with the Company.

## 10. COPYRIGHT

10.1. All contents of the SkaDate Software are: © Copyright 2005-2008 Skalfa eCommerce. All rights reserved.

10.2. Any rights not expressly granted herein are reserved.