

## **PLEASE READ CAREFULLY BEFORE INSTALLING: LICENCE AGREEMENT AND WARRANTY**

All products of ZEUS SOFT SPRL (company number BE0647962374) & H.M.S. SRL (company number IT02485350132) or any affiliates (collectively called "THE MANUFACTURER"), including evaluation packages, hardware, DVD/USB, protection keys and the user manual (collectively called the "Product") and all future orders, are subject to the terms stated below.

BY INSTALLING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS DOCUMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS (collectively called the "Agreement").

If you do not accept these terms, please return the full program including all items to ZEUS SOFT SPRL (with headquarters at: Rue Jean Sonet 25/3 – 5032 Isnes in Belgium) postage prepaid within fourteen days of date of purchase. ZEUS SOFT SPRL will refund the cost of the program less freight and normal handling charges. If you are installing an update, the Agreement must be accepted before you can install.

RadarOpus, Synthesis, Synthesis App, are registered trademarks of or managed by ZEUS SOFT SPRL. WinCHIP (patient file included in RadarOpus) is a registered trademark of HMS Homeopathic Medicine Software.

THE MANUFACTURER undertakes to respect its obligations according to the terms and conditions of this licence agreement. No commitment of THE MANUFACTURER shall be construed as a guarantee of results, except where otherwise specified.

A licence entitles the customer to install the Product on his/her personal computer. Network licences are granted for use on multiple work stations running in a network, agreed in writing prior to purchase between THE MANUFACTURER or one of its distributors and the customer.

Unless otherwise agreed in writing by the parties, the licence rights on the software will be granted to the customer only when full payment has been received by THE MANUFACTURER. Where payment is made in instalments over a period of time agreed with THE MANUFACTURER or any of its resellers, returns may only be accepted within 14 days from 1<sup>st</sup> instalment payment or the Product received.

Unless otherwise agreed by the parties, the Product will be delivered only when full payment has been received by THE MANUFACTURER. The delivery date(s) is/are not binding. THE MANUFACTURER shall be liable only if the delay is a direct consequence of flagrant and wilful misconduct on the part of THE MANUFACTURER. The customer agrees that any change required by him/her that departs from the initial contract may extend the delivery term and increase the price.

In the event that the customer refuses or delays accepting or receiving the products, he/she shall make the payment(s) in accordance with the terms and conditions initially agreed by the parties and reimburse THE MANUFACTURER all costs caused by the refusal or delay caused by him/her. THE MANUFACTURER has the right to suspend its own obligations to deliver products or to make them available, in the event there is any evidence of insolvency or non-payment on the part of the customer.

THE MANUFACTURER is entitled, but under no obligation, to develop updates and upgrades of the Product. Updates and upgrades may be delivered to the customer at a charge at the discretion of THE MANUFACTURER.

ZEUS SOFT SPRL is the sole and unique owner and has the right to use the information available in the Product (content, data, articles, files, icons, illustrations and original images, photos, diagrams, etc.), as well

as trademarks, trade names, domain names, logos, etc. except for WinCHIP (Patient file in RadarOpus) which is owned solely by H.M.S. SRL along with all of the information it contains (content, data, articles, files, icons, illustrations and original images, photos, diagrams, etc.), as well as trademarks, trade names, domain names, logos, etc. ZEUS SOFT SPRL acts as a reseller for H.M.S. by supplying WinCHIP with RadarOpus.

#### **VERY IMPORTANT NOTICE:**

The Product is valuable and you are liable for its loss or damage. THE MANUFACTURER cannot be held responsible for loss, theft or damage, under any circumstances. You will be asked to pay the full cost of a replacement program. Faulty DVDs, USBs or connectors will be replaced free of charge within 12 months of purchase on the condition that you return the faulty item and a copy of the original purchase invoice of the program, to ZEUS SOFT SPRL. Faults do not include physical damage or damage made by over-usage and/or product misuse. Only items with factory faults may be replaced. THE MANUFACTURER reserves the right to judge whether the received items are faulty or not.

#### **1. LICENCE**

THE MANUFACTURER, grants you a personal, non-transferable, non-exclusive licence to use the Product herewith according to the terms set out in this Agreement. The software, including any source codes and upgrades, remains the exclusive property of THE MANUFACTURER, subject to the terms of this Agreement. You may neither transfer any part of the Product nor otherwise make it available to anyone else, nor may you modify, imitate, disassemble, decompile, reverse engineer, revise or enhance the software, the production key or any other part of the Product or attempt to discover the software's source code. Any infringement of intellectual property rights may lead to legal proceedings.

If you no longer wish to use the product and would like to transfer it to another user, please contact THE MANUFACTURER for approval. The licence will be transferred to the new owner when the transfer fee and the transfer documents signed by the former and new owners have been received and approved by THE MANUFACTURER.

#### **2. LIMITED WARRANTY**

THE MANUFACTURER warrants the following:

- (a) that the Product will perform in substantial compliance with the user's manual, provided that it is used on the computer hardware and under the operating system for which it was designed at the time of purchase, and provided that the manual used is in line with the version of the software purchased;
- (b) that the media on which the Product is distributed is substantially free of significant defects in material and workmanship (if the program is downloaded from the internet, 2b does not apply);
- (c) that the protection key (12 months warranty) is substantially free from significant defects in material and workmanship (if the program is supplied with a form of protection other than a physical key, 2c does not apply).

THE MANUFACTURER does not warrant that use of the Product will be uninterrupted, timely, secure or free from errors, bugs or data failure. THE MANUFACTURER's sole obligation is, at its discretion, to replace or repair any defective Product or component free of charge, or to refund the cost of the defective Product less freight and normal handling charges.

Warranty claims must be made in writing during the Warranty Period and within fourteen (14) calendar days of the observed defect, accompanied by satisfactory evidence to ZEUS SOFT SPRL. The returning party must ship the Product back to ZEUS SOFT SPRL, or the distributor from which it was purchased, by registered mail or courier service.

EXCEPT AS STATED ABOVE, THERE IS NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE.

THE MANUFACTURER cannot be held responsible for any issues, problems, malfunctions that may arise if the Product is used without due diligence and professionalism. The MANUFACTURER reserves the right to ascertain whether the Product has been used correctly.

THE MANUFACTURER does not guarantee the success or accuracy of medical diagnosis or therapies deriving from the use of this product.

### **3. LIMIT OF THE MANUFACTURER'S LIABILITY**

THE MANUFACTURER'S entire liability for damage to you or any other party due to any cause whatsoever, whether in contract or in tort, including negligence, shall not exceed the price you paid for the Product that caused the damage or that is the subject matter of, or is directly related to, the cause of action. Under no circumstances will THE MANUFACTURER be liable for any damage caused by your failure to perform your obligations, or for any loss of data, profits, savings, or any other consequential and incidental damage, even if THE MANUFACTURER has been advised of the possibility of damage, or for any claims by you based on any third-party claim. The program and all its functions are intended as a source of information for the user. The MANUFACTURER is not liable for any damage to any party because information from the Product has been used/misused.

### **4. CONFIDENTIALITY**

You shall keep strictly confidential and not disclose to any third party nor use any business or technical information, technique, process, software, trade secret or other confidential matter relating to the Product, except to the extent required by the Agreement. Such information shall remain the exclusive and entire property of THE MANUFACTURER. This obligation survives cancellation, termination or nullity of the Agreement and shall continue to apply for an unlimited period of time.

All information transmitted, obtained or supplied to THE MANUFACTURER by or from the user shall not be used for any other purpose than to ensure that the software works in accordance with specifications on the user's computer.

### **5. PERSONAL DATA PROTECTION AND PRIVACY**

You expressly agree that the personal/private data (concerning you as an individual) that is entered on the order form sent to THE MANUFACTURER or that you provide when in contact with THE MANUFACTURER or any of its collaborators, resellers, dealers, vendors (by phone, e-mail, etc.), or when you register the Product, can be used by THE MANUFACTURER to process your order(s) and to customize and enhance communication, i.e. through newsletters, e-mails or direct contact that you agree to receive by accepting this Agreement and/or by installing the Product. THE MANUFACTURER undertakes not to use your personal data for purposes other than those provided for in this paragraph.

Except where you express your consent, THE MANUFACTURER undertakes not to communicate or disclose, in any form whatsoever, personal information about you:

- (i) except to companies or individuals performing limited tasks on our behalf or independently, such as processing credit cards payments;
- (ii) except to the company or person who may acquire our business;
- (iii) except to jurisdictional authorities that may require access to the said data.

Whenever you access our site, THE MANUFACTURER stores limited information (i.e. via "cookies" which are alphanumeric identifiers embedded in your hard drive through your web browser). The information that THE MANUFACTURER collects includes your IP-Internet protocol that connects your computer to the Internet, confirmation of receipt and reading e-mails between you and us, your login information, your e-mail address, your password on our website, your browser type, your operating system and your platform, the history of your orders and URL tracking on our site.

You may disable cookies in the Settings/Options of your internet browser. However, THE MANUFACTURER recommends that you do not do so to optimize your order on our site.

THE MANUFACTURER is keen to protect your personal information and uses SSL software (Secure Socket Layer software) or similar protection software that encrypts the information you input before it is sent to us. If you share a computer, you must sign out after each use.

Your data and other information are stored by THE MANUFACTURER and available to you at any time for free and on demand without any justification on your behalf, at the address and contact information mentioned in the order form. You have the right to demand any modification, amendment or removal of your personal data from our database, and the immediate cessation of e-mails and/or other forms of communication from us.

THE MANUFACTURER handles personal data in accordance with the laws of the Belgian Commission for the Protection of Privacy ([www.privacycommission.be](http://www.privacycommission.be)).

## **6. TERMINATION**

Your failure to comply with the terms of this Agreement will terminate your licence and this Agreement. Sections 2, 3, 4 and 5 will survive any termination of this Agreement.

THE MANUFACTURER reserves the right to terminate the Agreement or suspend its own obligations and recuperate the Product at any time, without prior notice or damages due to the customer, without forgoing its right to reimbursement of costs or compensation for any direct or indirect damage resulting from termination. This includes loss of earnings suffered by THE MANUFACTURER, its customers or a third party, for the following reasons:

- in the event the customer does not respect his/her obligations, delays in respecting them or if it becomes reasonably certain that the customer is not going to respect his obligations or will delay in doing so, according to the terms of the Agreement;
- in the event of incapacity, bankruptcy, insolvency, protest, seizure, cessation of payments, application for a payment moratorium or any other financial difficulties the customer may experience.
- in the event THE MANUFACTURER ceases or changes its professional activities; in the event of force majeure lasting more than 6 months.

In the event of termination or cancellation by the customer not due to flagrant and wilful misconduct on the part of THE MANUFACTURER, all instalments already paid by the customer will be kept by THE MANUFACTURER. THE MANUFACTURER is entitled to request a minimum indemnification of 30% of the total price, without prejudice to the right to compensation if actual damages are higher for THE MANUFACTURER.

## **7. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION**

The Agreement shall be governed by and construed in accordance with the law of Belgium. The parties agree to submit to the exclusive jurisdiction of the Court of Namur in respect of any dispute which arises out of or under this Agreement.

## **8. COMPATIBILITY WITH OPERATING SYSTEMS**

The product will be compatible with the operating systems listed on <http://www.radaropus.com/compatibility>

## **9. ORDER AND CONFIRMATION**

Offers are not binding. Specifications and data presented in THE MANUFACTURER'S service or product information, brochure, price lists or any other documents are purely informative and not binding. Service or product specifications and prices can be modified at any time without prior notice.

## **10. PRICES AND PAYMENT TERMS**

Prices do not include VAT (local sales tax), unless indicated in writing. Prices are only indicative and shall not be construed as fixed or set.

Prices of products are ex-works (EXW – Incoterm CCI 2010), excluding transport, VAT, taxes, special packaging and any other costs that are not expressly specified in writing.

Unless otherwise agreed between parties, invoices are payable immediately. Payment shall be made in Euros, or other currency previously agreed in writing, via IBAN/BIC bank transfer or other electronic payment methods to the account specified on the invoice or otherwise agreed by the parties in writing. Bank transfer costs are at the expense of the customer. The customer may also purchase from the official resellers of THE MANUFACTURER. The update to date list can be found on the official RadarOpus website: <http://www.radaropus.com>. In this case, currency and prices may be applied based on the sales agreement between the customer and the official reseller.

If a payment is not made on the due date or in accordance with the conditions specified on the order form or on the invoice, it shall accrue interest at a rate of 1% per month, with a minimum of 250 EUR per breach, without prejudice to the right to reimbursement of costs or compensation for higher damage. In addition, THE MANUFACTURER reserves the right to suspend its own obligations until full payment has been made by the customer or to terminate the Agreement and keep all instalments or payments already made by the customer to THE MANUFACTURER or any of its resellers, without prejudice to the right to reimbursement of costs or compensation for any direct or indirect damage resulting from a delay of payment suffered by THE MANUFACTURER, its customers, or a third party.

#### **11. FORCE MAJEURE**

The parties are not liable if they do not respect their contractual obligations when prevented from doing so by force majeure and where it cannot reasonably be expected of them to have foreseen a case of force majeure at the time of signing the order form. This also applies in cases of force majeure that do not entirely prevent the processing of an order, but nevertheless make it substantially more difficult or more onerous. For example, in the event of a fire, strikes, accidents, illness, natural disasters, destruction of installations or equipment, general lack of supplies or means of transport; delay or non-performance of the obligations of THE MANUFACTURER'S suppliers or sub-contractors, computer bugs, technical problems or legal or administrative procedure which delays the fulfilment of either party's obligations.

Under these circumstances the defaulting party must warn the other party in writing as soon as possible, with satisfactory proof of the case of force majeure. The obligations of the parties who are unable to respect their part of the Agreement due to force majeure can be suspended provisionally or renegotiated. In the event that a situation of force majeure lasts for more than 6 months, the Agreement will automatically be terminated, without indemnity, unless agreed to the contrary by the parties.

#### **12. TERMS AND CONDITIONS**

PLEASE NOTE THAT THE MOST UP TO DATE VERSION OF OUR TERMS AND CONDITIONS THAT YOU AGREE TO RESPECT, WILL ALWAYS BE AVAILABLE AT THE FOOLLOWING ADDRESS:

<http://radaropus.com/termsandconditions>. If you believe to have an older version, please always refer to the aforementioned website for reference.

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Licence Agreement – 2017