PLEASE READ CAREFULLY:
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, software and its content (online or/and offline), hardware, DVD/USB, applications and their content (online or/and offline), 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 AND/OR CREATING AN ACCOUNT ON ONE OF OUR ONLINE PLATFORMS, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS DOCUMENT, UNDERSTOOD 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, and delete any account you created on any of our platforms. ZEUS SOFT SPRL will refund the cost of the program less freight and normal handling charges provided the item is returned "as new"; ZEUS SOFT reserves the right to alter the refundable amount based on the "status" of the returned item. Zeus will not refund products which are being rented or which have not purchased and paid in full. If you are installing an update, the Agreement must be accepted before you can install. RadarOpus, Synthesis Repertory, Synthesis, Synthesis App, Opus Plus (AKA Opus+), 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 all parties, the licence rights of 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, returns may only be accepted within 14 days from 1st instalment payment or the Product received. Unless otherwise agreed by all 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 or legal representative 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. THE MANUFACTURER is entitled to use analytic tools in order to monitor the usage and performance of its users in relation to the Product. The data is collected for internal purposes only, with the sole intention of improving the product for the benefit of its users.

V E R Y   I M P O R T A N T   N O T I C E :
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, or issues caused by the product not having the latest available firmware. Only items with factory faults may be replaced. THE MANUFACTURER reserves the right to assess the status of the presumed returned faulty items. If the sent item(s) is (are) not deemed as faulty, THE MANUFACTURER will contact the sender to return the item(s) excluding shipping costs. If the sender does not pay return shipping charges then the item will not be returned. If the sender does not respond within 60 days, the item will not be returned.

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 Product, 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 Product, the production key or any other part of the Product or attempt to discover the product'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. If the request is accepted by THE MANUFACTURER, 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 THE MANUFACTURER. The returning party must ship the Product back to ZEUS SOFT SPRL, or the distributor from which it was purchased, by registered mail.

2.1 SOFTWARE/HARDWARE PROTECTION FOR RadarOpus
Software Protection (keyless) is the standard form of protection used to operate RadarOpus from version 2.1 (released in November 2018), unless otherwise specified by your local vendor at the time of purchase. Software Protection is specific to the device on which it is installed (e.g. your PC/MAC). Please note that if your PC/MAC is damaged or lost, you will need to **purchase** a NEW LICENSE. If your PC needs to undergo maintenance, please ensure you "lift" your RadarOpus software license out of your PC to avoid losing it (our Support Team will do this free of charge for any customer with a valid license and up to date product. Support can be contacted on https://helpdesk.zeus-soft.com). Once the PC/MAC is damaged or lost, the license CANNOT be retrieved; this is also done to secure your data in case of theft. The function can be used an unlimited number of times. Once you have lifted your license and fixed/replaced your PC/MAC, simply retrieve the license from the dedicated website. If unsure, please contact our support, your local vendor, or visit www.radaropus.com for more information.

If you own a physical protection key, it should work on any device that has RadarOpus installed (information valid for physical keys under the 12 month warranty). Please be aware that you are responsible for ensuring that your physical protection key has the latest firmware version installed in order to work correctly.

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 cannot be held responsible for any refunds if the product has been purchased from a third party (e.g. an App store).

THE MANUFACTURER cannot be held responsible for any malfunctions of the product. Please ensure your device is compatible with our product before purchasing the product.

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

2.2 SUPPORT

Basic IT support is available free of charge for users who have the latest version of the product installed and are compliant with the requirements of the company, at the discretion of THE MANUFACTURER, who may choose to charge if and when necessary. If Charges apply, the customer will be notified prior to any action taken by a MANUFACTURER's IT member of staff. Different rules apply to LAN & NETWORK version users, please refer to your specific signed agreement for more information. During remote support, the customer can monitor any activity of the support staff whose sole purpose is to assist the user in problem solving related to RadarOpus and/or any other MANUFACTURER's products. Please be aware THE MANUFACTURER is not responsible for the correct functioning of your device's Operating System or hardware. Any issues that are not directly dependent from one of THE MANUFACTURER's products will not be considered part of our support services. Failure to accept remote support will automatically end the warranty on your product (because THE MANUFACTURER cannot assess the issue).

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, and to ensure the customer is kept up to date with THE MANUFACTURER's information/news (including THE MANUFACTURER's partners).

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 contact you if and when necessary. THE MANUFACTURER undertakes **not to use** your personal data for purposes other than those provided for in this paragraph. THE MANUFACTURER and/or its partners may communicate with you in order to inform you about changes/updates/offers to your product or similar. You can subscribe to our newsletters at tiny.cc/zeusnewsletter. You can always unsubscribe from our newsletter by clicking on the "unsubscribe" button at the bottom of every newsletter we send.

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 or supplying you with after sale customer service;
(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) and GDPR.

You take total responsibility in correctly storing and safekeeping any sensitive/confidential information while using our products. THE MANUFACTURER allows "saving" functions in its products (i.e. the ability to save data inputted by the user), but the type of data saved is not under the control of THE MANUFACTURER. As a result THE MANUFACTURER recommends the user to always encrypt sensitive information using the latest technology available in order to minimize his/her own risk of data theft.

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/her 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 1 month.

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. Furthermore and in all other cases, 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. Any Bank transfer fees are at the expense of the buyer. The customer may purchase from the official local resellers or THE MANUFACTURER. More information can be found on the official RadarOpus website: http://www.radaropus.com. The 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. We accept payments through Visa and MasterCard (or any other payment methods shown on our website at the time of payment). If you choose to pay with a credit card, the money is instantly withdrawn from your account upon confirmation of the payment. We do not store any information related to your card.

If you have chosen a software rental option or agreed with the seller to pay for your product in instalments, during the period of your rental or instalments, the money will be withdrawn from your account automatically on the same day and with the same reoccurrence agreed upon purchase of your product. Alternatively you may also choose to pay for a specific number of month, in which case your product will start functioning on the day of installation or renewal (you will need an internet connection for this). Customers paying the product in instalments do not own the product until the last instalment has been successfully paid. Customers renting the product never own any part of the product and are simply granted access for the period they pay for the program rental. If you rent a program and decide to purchase an additional item, you will own the additional item for as long as you continue renting the program. If you stop renting the program THE MANUFACTURER will hold your purchase history for 12 months from your last rental date. After 12 months of account inactivity you will lose access and ownership to any items purchased during the rental period. If you purchase a program following a rental period and within 12 months from the last rental date, THE MANUFACTURER will carry any of your purchases during the rental period onto your newly purchased program, subject to discretion of the MANUFACTURER, compatibility and availability of the products. For any transaction, the valid prices are those shown on our website at the time of payment.

DECLINED PAYMENTS:

RENTAL: if you are renting, you are receiving access to one/some of our product(s) and service(s) in exchange for an advance payment for a set period of time stipulated on the receipt of your payment. Products and services are never guaranteed, but we aim to give the best service possible in order for you to make use of the product(s) and service(s) offered. If your rental payment cannot be completed (e.g. because your card has expired or has insufficient funds), your software will stop working on the expiry date of your last payment and you will no longer be granted access to the product(s) and its service(s). If you have any issues with making a payment automatically through our systems, please contact your local dealer. You may also contact us directly by writing to orders@zeus-soft.com. You may also open a support ticket on https://helpdesk.zeus-soft.com .

PAYMENT PLAN/INSTALMENT: if you are on a Payment Plan, you are paying for one/some of our product(s) and service(s) over a set period of months. Until you have made the last payment of the Payment Plan successfully you do not own the product. A Payment Plan is treated as a rental until you have successfully paid 100% of the product, as a result you are being granted access to our product(s) and service(s) in exchange for an advanced payment for a given period of time. If you miss a payment, the program will stop working and you will have up to 15 days to make the missed payment (curating period) in order to avoid losing the accrued payments made until then. If the overdue payment has not been made within the curating period (15 days from the last payment's due date and time), your Payment Plan will be permanently deleted. Once a Payment Plan is deleted, all of its payments are considered as a rental; as a result, if you wish to purchase a product again on a Payment Plan after your Curating Period, you will be treated as a new customer because your past payments will be considered a rental of our products, not a past Payment Plan. Please be aware that THE MANUFACTURER, its partners and staff cannot reverse the deletion of a Payment Plan. If you have issues with making a payment, please contact us immediately.

You may find your local dealer's contacts on: https://www.radaropus.com/contact/dealers or please open a support ticket by visiting https://helpdesk.zeus-soft.com .

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. RETURNS

If you are not satisfied with your purchase, we accept returns of the product in exactly the same conditions as it was sent to you. The returning product must be received by us within 14 days from the date you received the purchased item. Please note: 1. that shipping and any costs related to shipping (including customs charges) are non-refundable. 2. If there are any customs charges for us to receive the item back, such charges will be deducted from your refund. 3. We reserve the right to only part refund or not refund you if the returned item is not in exactly the same conditions as it was sent to you. 3. You need to ship the item back at your own expense by registered courier to the same address it was shipped to you and we cannot be responsible for any damage during shipping. When you ship the item, it is up to you whether you want to insure the contents and for what value; we strongly advise to insure it for the value you paid upon purchase. If the item arrives damaged it will be your responsibility to contact the courier and seek a compensation for the damage. ZEUS SOFT shall not refund items that do not arrive in the same conditions as they were originally shipped. We only accept returns of a new software program. **WE DO NOT ACCEPT RETURNS AND CANNOT REFUND:** rented products (or products on a rental plan), upgrades, single books purchases or any products other than a new software purchase. If you would like to try our product before making a purchase, please visit www.radaropus.com and download a free demo. If you have purchased our software with software protection only, we may need to connect to your computer remotely in order to uninstall the software. Failure to accept our remote support to uninstall will result in no refund. Please note we do not accept returns AFTER 14 days from purchase.

13. PRIVACY, GDPR, HIPAA

From RadarOpus version 2.2, PRIVACY Modules have been implemented to help the user comply with privacy regulation such as GDPR and HIPAA. Please be aware that such modules help you comply with such regulations, however the user has the ultimate responsibility to comply with such privacy regulations and the MANUFACTURER cannot be held responsible for the user's compliance. Please ensure you are constantly up to date with regulations applicable to your profession which may vary not only on a national level, but also on a state/regional level.

14. LATEST TERMS AND CONDITIONS

For a copy of our latest Terms and Conditions, please visit www.radaropus.com

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Licence Agreement – updated in September 2022