§ 1

Definitions

1. Program/Application/Software – the "EyeFace" interface created by Imago Krzysztof Matuk.
2. The description of the program's functions and the terms of use used shared on the Licensor's WWW server in the FAQ section.
3. License code – a numeric code generated by the Licensor, reserved for the Licensee, identifying him or her and allowing the installation of the program.
4. Fields of exploitation – in the case of this License Agreement the Licensee's ability to use the Program/Application/Software covers the following fields of exploitation:
   a) Installation and use – the Licensee can install a copy of the Program/Application/Software and use it on one workstation (personal computer or another device)
   b) Granting the documentation license – the License for the documentation corresponding with the Program/Application/Software is granted only for internal, non-commercial use.
5. Technical means of protection – the technological means used in the Program/Application/Software to prevent unlicensed use.
6. The Agreement – this License Agreement, on the basis of which the Licensor grants a lifetime License for the use of the Program/Application/Software in its main version subject to compensation specified on the www.eyeface.eu WWW server.

§ 2

The subject of the agreement and the Licensor's declaration.

1. The subject of this agreement is granting the Licensee a remitted and non-exclusive license for the Program/Application/Software as well as the updates, which the Licensor provides along with the Program/Application/Software on the www.eyeface.eu WWW server.
2. The Licensor declares that he or she is the author and the owner of the "EyeFace" Program/Application/Software, which is not encumbered with third-party claims.
3. The "EyeFace" Program/Application/Software, as copyright protected work is free from legal defects and constitutes original work, meeting the criteria specified in art. 1 of the Copyright and Related Rights Act dated 4th Feb 1994.
4. The Licensor declares that he or she is entitled to exclusive and territorially unlimited copyrights and property rights regarding the "EyeFace" Program/Application/Software, necessary to complete the obligations specified in this agreement.

§3

The License

1. The Licensor grants the Licensee a non-exclusive license to use the Program/Application/Software.
2. The License is limited in terms of the number of workstations (computers or other operating system-based devices). The Licensee is entitled to use the Program/Application/Software on one workstation.

3. The Program/Application/Software is licensed as one product. Its components cannot be separated for use on more than one workstation, which includes the ban on sharing the software in the network as well as other stand-alone computers.
4. The Licensee cannot authorize another person to use the subject of this agreement in terms of owned license (sublicensing is prohibited).
5. The Licensee undertakes not to perform any actions aimed at the disposal of rights resulting from this agreement to third parties.

§4

Obligations of the contracting parties

1. On account of granting a license, in line with this agreement, the Licensee undertakes to make a one-off payment to the Licensor in the amount specified on the www.eyeface.eu WWW server on the date of purchase. The payment due to the Licensor will be made via DotPay or 2checkout internet payment system depending on the choice made by the Licensee.
2. The Licensor undertakes to provide the license key for the Program/Application/Software within 5 working days from receiving the payment.

§5

The activation and the trial version.

1. The Licensee can exercise his or her rights resulting from the Agreement after paying the license fee and downloading the program/application/software from the server. The verification of the program/application/software follows automatically after entering the access code when running the program/application/software.
2. The renewed activation may be necessary if the Licensee modifies his or her computer hardware or changes software. The renewed activation is possible solely and exclusively when the user sends the license key number from the e-mail address specified as the contact address.
3. The program/application/software uses technical means of protections aimed to prevent the unlicensed use of the program/application/software.
4. The Licensee stipulates that the technical means of protection will only be used to confirm that the Licensee owns a legal copy of the program/application/software.
5. If the Licensee does not use an updated, licensed copy of the program/application/software, he or she does not have the right to install the program/application/software or its future updates.
6. Placing an order, regardless of the form, is the Licensee's confirmation the he or she has become acquainted with the 7-day trial version of the program/application/software, the offered functionality meets the Licensee's expectations and he or she accepts the wording of this agreement.
7. While installing the program, the Licensee (an individual, who purchases the license for his or her own use) should test the 7-day trial version of the software before purchasing, to ensure that the software meets all the requirements and is adjusted to the computer system used by the Client as well as the conditions of the workplace where the program will be used.
8. The software should be installed on a properly configured computer compliant with the requirements specified on the www.eyeface.eu website the FAQ section.

§6

The PROGRAM's performance

1. The Licensor has made every effort so that the program/application/software is free from faults and so that its functionality is on par with the assumptions, specified in the "how it works" section. The Licensor undertakes to rectify faults in the program/application/software, which prevent its proper use, whenever technically possible, immediately and free of charge. However, the Licensor does not guarantee that the functions included in the program/application/software will work concordantly with the Licensee's requirements and that the performance of the program/application/software will be uninterrupted and free from faults. The Licensor does not guarantee that the product will work properly with third party software.
2. The Licensor is not liable for the faults and errors of the program/application/software and their effects resulting particularly from: invalid (without receiving a license or after the license expired), unauthorized (as a result of not entering the access code or providing an incorrect one) or improper (not compliant with the intended use of the program/application/software or its instruction) installation or use of the program/application/software by the Licensee.
3. The program/application/software is available for download on the Licensor's server. The Licensor is not liable for the errors occurring while accessing the server. In case of raising the issues with copying the program/application/software from the server, the Licensor undertakes to provide the program/application/software in another form – based on the Licensee's request in writing.
4. The Licensor undertakes to provide updates to the program/application/software free of charge as part of the purchased license subject to §3 section 2 of this agreement.
5. To the fullest extent allowed by the law the author of the program is not in any way responsible for damage (including – without limitations – damage resulting from the losses incurred, business interruptions, loss of information related to business or other financial loss) resulting from using or inability to use the software.

§7

Reservations

1. Licensee is not authorized to:

- Temporarily or permanently multiply(reproduce) the program/application/software partially or as a whole by any means and in any form;
- Distribute, including rental or lease of the program/application/software or its copy;
- Apply corrections to the program/application/software or in any other way modify the program/application/software for own use;
- Create a backup copy of the program/application/software;
- Use the program/application/software in other fields of exploitation that specified in §1 section 4 of this agreement.

§8

Reservation of rights and property

1. The Licensor reserves all rights to the program/application/software not clearly granted to the Licensee pursuant to this agreement.

2. The program/application/software is protected under copyright law and other acts and agreements pertaining to intellectual property.
3. The name and the logo of the program/application/software are subject to legal protection based on proper regulations. Without prior written permission from the Licensor, the Licensee is not authorized to solidify, multiply or distribute immaterial assets, referred to in the anteceding statement, in part or as a whole by any means or in any form.
4. Based on this agreement, the Licensor does not grant the Licensee any rights to trademarks or service marks.
5. The Licensor reserves the property right to all copies of the program/application/software and other rights, which have not been clearly transferred to the Licensee by this agreement.

§9

Termination of the agreement

1. In case of a substantial violation of the provisions of this agreement by the Licensee, the Licensor will be authorized to terminate the contract with immediate effect.

2. The following in particular are considered substantial violations of the provisions of this agreement referred to in section 1:

> • the violation of the copyright-protected property rights of the Licensor,

> • the delay in payment of the license fee, referred to in §4.

3. In other cases the agreement is terminated with the release of the newer version of the program/application/software.

§10

Approval for the use of data

1. Imago Krzysztof Matuk collects, processes and uses Licensee's data related to concluding this agreement and the use of license, which the Licensee approves.

2. Licensee's data will not be shared with third parties without his or her clear consent.

§11

Additional services

The License Agreement applies to updates, supplements, additional components of the program/application/software, which the Licensor may provide to the Licensee on his or her server for the duration of the license.

§12

The dispute settlement procedure

1. In the case of a dispute arising between the parties of this agreement related to the implementation of the agreement, the parties will first attempt to resolve it by means of mutual settlement.

2. If the dispute is not resolved as specified in section 1 above, within two weeks of the application or complaint being raised with the other Party, the dispute will be settled in court.

3. The parties agree that the proper court will be the one having jurisdiction over the Licensor's headquarters.

§ 13

Final provisions

1.The proper law for the interpretation and application of this agreement is the law applicable in the territory of Poland.

2. If any of this Agreement's provisions should prove to be invalid or inefficient, it will not affect the remainder of the agreement. In place of the excluded provisions, the general principles of law will apply.

3. In matters not regulated by this agreement, the provisions of the Copyright and related rights act dated 4th Feb 1994 will apply (Journal of Laws from 1994, No. 24, item 83 with later amendments) as well as the regulations of the Civil Code.