

## End User Licence Agreement

By breaking the seal on the packaging of the enclosed CD-ROM, you agree that any use of the software available on the CD-ROM is subject to the terms of this Agreement. If you do not agree, please return the software in its packaging with proof of purchase to the person who sold it to you, following which you will not be entitled to use the software in any way.

All intellectual property rights in this software (the 'Software') and its associated documentation are owned by Lifestyle Software Ltd (the 'Owner') and are reserved to the Owner, save to the extent expressly set out below.

### 1. Licence

#### 1.1 You are permitted to:

- (a) load the Software into and use it on a single computer which is under your control;
- (b) use the Software on additional computers and/or a computer network provided you have purchased the required number of additional licences; and
- (c) make copies of the Software for back-up purposes only as permitted by local law. The copies must reproduce and include the Owner's copyright notice.

#### 1.2 You are not permitted:

- (a) unless you have purchased sufficient additional licences, to load the Software on to a network server for the purposes of distribution to one or more other computer(s) on that network or to effect such distribution;
- (b) except as expressly permitted by this Agreement and save to the extent and in the circumstances expressly required to be permitted by law, to rent, lease, sub-license, provide commercial hosting, loan, copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the Software or its associated documentation or use, reproduce or deal in the Software or any part of it in any way.

1.3 To the extent that local law gives you the right to decompile the Software in order to obtain information necessary to render the Software interoperable with other computer programs, the Owner undertakes to endeavour to make that information readily available to you. The Owner shall have the right to impose reasonable conditions such as a reasonable fee for doing so. In order to ensure that you receive the appropriate information, you must first give the Owner sufficient details of your objectives and the other software concerned. Requests for the appropriate information should be made to Lifestyle Software Ltd, PO Box 60, Whaley Bridge, High Peak, SK23 7ZA.

### 2. Software Registration

The rights granted to you under this Agreement are only effective upon registration of the Software. The 'Registered User', for the purposes of this agreement, is the person who has purchased the Software and/or

additional licences and has successfully registered the supplied serial number with the Owner as part of the registration process explained during installation and set up, either on-line or by telephone. If the Software is not registered within 14 days of installation it will cease to operate.

### 3. Technological Copyright Protection Measures

The Software may contain technological copyright protection measures designed to prevent illegal copies of the Software being made. By law you are prevented from making unauthorised copies of the Software or circumventing any technological copyright protection measure.

### 4. Term

This Agreement is effective from registration of the Software until you terminate it by destroying the Software and its documentation together with all copies. It will also terminate if you fail to abide by its terms. Upon termination you agree to destroy all copies of the Software and its documentation including any Software stored on the hard disk of any computer under your control.

### 5. Ownership

You own only the CD-ROM (or authorised replacement) on which the Software is recorded. You may retain the CD-ROM on termination of this Agreement provided the Software has been erased. The Owner shall at all times retain ownership of the Software and all intellectual property rights in and relating to the Software (and associated documentation) as recorded on the original CD-ROM and all subsequent copies of it regardless of form. This Agreement applies to the grant of the licence contained in this Agreement only and not to the contract of sale of the CD-ROM. The Owner's warranties and support services under this Agreement are available only to the Registered User.

### 6. Warranties

6.1 The Owner warrants that the CD-ROM on which the Software is supplied will be free from defects in materials and workmanship under normal use for a period of 90 days after the date of original purchase (the "Warranty Period"). If a defect in the CD-ROM shall occur during the Warranty Period it may be returned with proof of purchase to the Owner who will replace it free of charge.

6.2 The Owner warrants that the Software will perform substantially in accordance with its accompanying documentation (provided that the Software is properly used on the computer and with the operating system for which it was designed) and that the documentation correctly describes the operation of the Software in all material respects. If the Owner is notified of significant errors during the Warranty Period it will correct any such demonstrable errors in the Software or its documentation within a reasonable time or (at its option)

provide or authorise a refund (against return of the Software and its documentation).

6.3 The above represent your sole remedies for any breach of the Owner's warranties, which are given only to the Registered User, subject to clauses 6.5 and 6.6.

6.4 The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise all of which are hereby excluded to the fullest extent permitted by law, subject to clauses 6.5 and 6.6.

6.5 The Owner does not warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or error-free or that defects in the Software will be corrected. You shall load and use the Software at your own risk and in no event will the Owner be liable to you for any loss or damage of any kind (except personal injury or death resulting from the Owner's negligence or fraudulent misrepresentation) including lost profits or other consequential loss arising from your use of or inability to use the Software or from errors or deficiencies in it whether caused by negligence or otherwise except as expressly provided herein. In no event shall the Owner's liability exceed the amount paid by you for the Software.

6.6 Nothing in this Agreement shall affect your statutory rights or shall limit (or purport to limit) the Owner's liability for death or personal injury or in respect of misrepresentations made fraudulently.

## 7. Support

The Owner provides technical support for the Software on-line at <http://www.lifethemes.com>. The on-line support service includes 'Frequently Asked Questions' ('FAQs') and an email address to which you can send technical requests ([info@lifestyle-software.com](mailto:info@lifestyle-software.com)).

The Owner also provides a telephone support service which is available to UK Registered Users.

For telephone support please call 0845 838 2416 between the hours of 09.00 and 17.00 Monday to Friday (excluding bank holidays).

The Owner's technical support staff will endeavour to answer any queries the Registered User may have regarding the use of the Software or its application and the first support service call must be made within the Warranty Period.

## 8. Additional Licences

If you intend to use or install the Software on more than one computer and/or a computer network you will need to purchase additional licences. Additional licences can be purchased from the Owner's website at

<http://www.lifethemes.com> or by calling the Owner's support service on 0845 838 2416 between the hours of 09.00 and 17.00 Monday to Friday (excluding bank holidays).

## 9. Law

9.1 This Agreement shall be governed by and construed in accordance with English law.

9.2 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England.

#### 10. Exclusion of third party rights

No term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

#### 11. Entire agreement

This Agreement sets out the entire agreement and understanding between you and the Owner in respect of the subject matter of this Agreement. You acknowledge that you have entered into this Agreement in reliance only upon the representations and warranties contained in this Agreement and, save as expressly set out in this Agreement, the Owner shall have no liability in respect of any other representation or warranty unless it was made fraudulently.