

## **Terms & Conditions, Privacy, and Refund Policy**

Thank you for using the Zorro-Project.com website ("Site") by oP group Germany GmbH ("We").

Your activities and acquisitions at the Site are governed by this document, the conditions, notices and consents that are provided or obtained in connection with the Site (collectively, "Agreement"). As used in the Agreement "You" are an individual acting on your own behalf, or "You" are an agent of a person or entity that has authorized you to act on that person's or entity's behalf.

By using the Site or by placing an order through the Site, or by placing an order through any other medium for products described or made available through the Site, you agree as follows:

### **Orders, Subscriptions, Cancellations and Refunds**

You agree that all orders placed through the Site, by telephone, by FAX, by electronic mail, by conventional mail or by any other medium are considered to have been processed at such time as they are received and accepted by oP group Germany GmbH or any of its order processing agents. Once your order has been processed, it may not be modified in any way, for any reason, except for subscriptions that can be cancelled at any time.

You undertake that, having placed an order, you have ensured that all the information provided to Zorro-Project.com in conjunction with your order is accurate and correct. You further undertake that you are the person or entity identified as the intended recipient of the product or products being ordered, or that you are acting on behalf of the person or entity so identified with the full authority of the person or entity to enter into the transaction which constitutes your order.

You undertake that you have fully evaluated the free versions of the software products you are ordering, and that you have found them to be entirely suitable for your applications, and free of "bugs" or other limitations which would render the software products unsuitable for use in your applications.

You agree that you will make no effort to withhold payment for your order or to subsequently dispute payment for your order, subject to the laws of the jurisdiction where you reside.

You agree that in the event we do not receive complete payment by credit card for your order due to a dispute, insufficient funds or any other cause, we shall have recourse to seek payment in any manner it sees fit, subject to the laws of the jurisdiction where you reside. Further, in this eventuality, you agree to pay, in addition to the total value of your order, any reasonable cost of collection required to obtain payment for your order by us or our agents or representatives.

You agree, in the case of software products which are to be delivered by downloading or by email, that you have sufficient expertise to effect the download or email. The responsibility for successfully acquiring digital products is wholly yours. You further agree that your inability to download or use the software you have purchased does not constitute sufficient grounds for the cancellation of said order, or for dispute of the charges for said order or any products therein.

In the event that your order is not delivered within the time specified at the Site, you agree to contact us and arrange to have a replacement order shipped or provided by electronic media, the medium of the replacement order to be identical to the medium of the original order. You agree that our sole

responsibility is the replacement of your order. You agree to indemnify, hold harmless, and defend us and our suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from the non-delivery of your order.

In the event that your order is found to have been undelivered due to an error in the information provided by you for the purpose of shipping your order, you agree to compensate us for the cost of a replacement order, including but not exclusive to packaging, media costs, labor and postage or shipping costs, if so requested by us.

## **Licenses**

You agree that our software is licensed, not sold. All ownership, title and intellectual property rights in and to the software accompanying your order, including any associated media and any documentation or printed materials, are owned by Zorro-Project.com or its suppliers.

You agree that in ordering software products from us, you are purchasing a license or licenses to use the software products, subject to the specific license terms of the software products. Said licenses pertain only to the version and revision level of the software products current at the time the licenses are conveyed, and do not extend to future releases or updates of the software products.

You agree that the licenses for the software products you have ordered are deemed to be conveyed at such time as your order for the software products is processed and accepted by us.

You agree that upon receipt of the software products, licenses or registration codes for the software products you have ordered, by electronic or physical media, whichever occurs first, you are deemed to have received in full the licenses for which you have paid.

You agree that licenses for our software products may not be transferred, exchanged, distributed or resold to persons or entities other than the persons or entities placing this order or upon whose behalf this order has been placed without our express written permission.

You agree that we shall have the right to terminate your license and your use of licensed products owned by us at such time as a breach of this agreement or of the specific license agreements for the software products is discovered by us, brought to your attention in writing and which remains unresolved for a period in excess of thirty (30) calendar days beyond the date upon which you are notified of said breach. Upon termination of your license, you will undertake to delete and destroy all licensed materials, copies thereof and registration codes provided to you by us. We shall not be required to provide you with redress, compensation, replacement or refund in the event of the termination of your product licenses as the result of an agreement breach.

## **Warranty**

You understand and agree that we make no warranty as to the functionality or suitability of our software products. You agree to accept sole and complete responsibility for any loss, damage or expense caused to you or to third parties as a result of your use of the software, and to indemnify,

hold harmless, and defend us and our suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from the use of any our software products.

You agree that our sole responsibility in the event that the software products you have licensed prove to be defective in the future is our attention to said defects to the best of its abilities, and that you are not entitled to redress or compensation should the remedy of said defects prove to be beyond our capabilities.

## **Privacy and Security**

We undertake to take all reasonable precautions to ensure the privacy of information provided to it by you for the purpose of placing an order or otherwise licensing or purchasing our products, and for subsequent communications concerning your order, the products you have ordered or related matters. These precautions include but are not exclusive to:

Your name, address, telephone number, credit card information and e-mail address will not be disclosed to third parties without your express permission or proper legal due process, except as is required to facilitate the processing of your order or subsequent related communications.

You undertake that you will keep in confidence any information provided by us to you, subject only to proper legal due process. You will not disclose to third parties any communication from us to you without the express written permission of us.

You undertake that software product registration codes, tokens, passwords, and license keys constitute confidential information provided to you by us, and you undertake that you will not communicate them to third parties except as is required to install the licensed software in accordance with the terms under which it is purchased. You will not store, record, transmit or communicate registration codes in an insecure manner, as would permit them to become known to parties which have not entered into the license agreement for the software.

You undertake that intellectual property owned or distributed by us and our suppliers, including but not exclusive to the text of books, images and recorded sound, constitute confidential information provided to you by us, and that you will not communicate, distribute or disclose this information to third parties or store it in a manner likely to allow it to be disclosed to third parties except under conditions permitted in the specific license agreements for said intellectual property. In the absence of specific agreements permitting the disclosure of this material, said intellectual property shall be deemed confidential.

You undertake that in the event that your order proves to be in any way fraudulent, or that you violate any terms of this agreement or the license terms of the products which you license or purchase, or that you attempt to disavow or dispute all or part of the purchase price for your order, we shall be free to disclose any and all information provided by you in any manner it sees fit.

You agree that we are not responsible for errors, acts of third parties or acts of God which may result in the unintentional disclosure of your private information. You agree to indemnify, hold harmless, and defend us and our suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from the unintentional disclosure of your private information.

### **License Codes, Tokens, or Keys**

Our software products are personalized and enabled through the use of a registration item such as a code, token, or key assigned to the name of the license holder for the product, to be conveyed to the license holder at the time of purchase. You acknowledge that once conveyed, the safekeeping and continued availability of the registration items and attendant information for products you have purchased a license or licenses for rests solely with the license holder. We may, at our discretion, attempt to assist license holders who have lost their registration items, but are under no obligation to do so.

You acknowledge that registration items are deemed to pertain to the version, revision and patch level of a specific product at the time of purchase. They may or may not be transferable to later versions, revisions and patch levels of the same product, at our discretion.

### **Your Representation**

You represent and warrant for the benefit of us that: (a) you are at least 18 years of age; (b) you possess the legal right and ability to enter into this Agreement and make the credit card charges on your own behalf or on behalf of any person or entity for whom you are acting as agent; and (c) all information that you submit to us is true, accurate and current.

You represent that, in the event that you provide us with a physical address to which products are to be shipped, said address constitutes a secure and suitable location to which your order can be delivered and accepted by you or someone acting on your behalf. You agree that we will not be responsible for the loss of your order after it has been delivered to the address you have provided. You further agree that we will not be responsible for the unintentional disclosure of your private information after it has been consigned to any third party carrier, including the public mails.

### **Electronic Communication**

By placing an order with us, you permit us to communicate with you through electronic media such as e-mail for the purpose of fulfilling and subsequently servicing your order. You agree and understand that electronic communication is not infallible, and that if all or part of the license or license requirements for your ordered products are to be delivered by electronic media and fail to be received by you, Our sole responsibility will be to retransmit the aforementioned material by electronic media. You agree to indemnify, hold harmless, and defend us and our suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from the failure of the aforementioned material to be successfully transmitted to you by electronic media.

### **Submission of Ideas, Suggestions or other Intellectual Property**

Any comments or information that you provide to us, for example feedback or ideas, suggestions, concepts, or other information (collectively, the "Submissions"), shall be deemed, and shall remain,

our property. None of the Submissions shall be subject to any obligation of confidence on the part of us, and we shall not be liable for any use or disclosure (including publication in any medium) of any Submissions. Without limitation of the foregoing, we shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature and shall be entitled to unrestricted use of the Submissions for any purpose, commercial or otherwise, without compensation to the provider of the Submissions.

### **Availability of Ordered Products**

All items ordered from us are subject to availability. We reserve the right to reject any and all orders. Subject to applicable law, we reserve the right to deliver items acquired as part of your order at different times in the event that they are not available for shipment at the same time. We also reserve the right to limit the quantity of any items that may be obtained by you through the Site.

All orders placed through the Site are shipment contracts, not destination contracts. If you would like your items delivered at a particular location, you will be responsible for the shipping charges. Shipping and handling charges may or may not reflect actual costs and may be amended by us from time to time.

### **License to Use the Site**

We hereby grant you the right to view and use the Site for the purpose of shopping in accordance with this Agreement. You may download and print copies of this document and of screens from this Site for the purpose of retaining records of your transactions at the Site. Subject to applicable law, We reserve the right to suspend or deny, at its sole discretion, your access to all or any portion of the Site with or without notice.

### **Jurisdiction**

This Agreement is governed by the laws of Germany. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of Germany and further agrees to commence any litigation which may arise hereunder in the courts located in Ronneburg, Germany.

### **Entire Agreement**

If any part of this Agreement is determined to be invalid or unenforceable, 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. The Agreement (including any related consents or agreements that you provide during your visit to the Site) together with any license or agreement with us delivered in connection with any item acquired via the Site, constitutes the entire agreement between you and us with respect to the Site and that item, and supersedes all other (prior or contemporaneous)

communications and proposals, whether electronic, oral or written, between you and Us regarding the Site and/or any order you place through it.

THIS AGREEMENT MAY BE AMENDED FROM TIME- TO-TIME AT THE SOLE DISCRETION OF US. YOU SHALL BE PROVIDED WITH TEN (10) DAYS ADVANCE NOTICE BY EMAIL OF ANY SUCH AMENDMENTS AND SHALL HAVE THE OPPORTUNITY TO REFUSE SAID AMENDMENTS SOLELY BY REQUESTING TERMINATION OF ACCESS TO THE SOFTWARE.

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