Terms of Use **Version 1.9**

1. Preface

IMPORTANT! Before accepting the Terms of Use for the Piceasoft products, you shall take into account that the Service rendered under these Terms of Use may vary in the country where the service is being used, in which case local Legislation and/or Authority instructions may take precedence over these Terms of Use.

2. Definitions

Software
Software means all software programs distributed, published or otherwise made available by Piceasoft or its affiliates including, but not limited to downloadable/installable software for computers, and software or services accessed by means of a browser or other online communication method.

Company
Shall mean the company, which licenses Software from Piceasoft, also called as Licensee.

Party/Parties
Shall mean Piceasoft and/or Company.

3. Preamble

Software is rendered by Piceasoft Ltd. and its affiliated Companies. Piceasoft Ltd. is registered in Finland and mailing address is Visiokatu 1, 33720 Tampere, Finland. Piceasoft Ltd. business id number is: FI24991064. Piceasoft Ltd. has sole right to transfer the software and any rights herein to another company.

By using Software the Company explicitly signifies full and unconditional acceptance of these Terms of Use.

For the purposes of these Terms of Use, the Company may be referred to as 'end-user', and any such referral in these Terms of Use applies to the Company.

4. The Service and content

Trade name of the Software may differ on different markets and there may be local translations of the product names.

"PiceaSwitch" is a software tool which enables the transfer of personal content between two mobile devices. PiceaSwitch also includes support for backup to USB memory stick.

"PiceaEraser" is the full and permanent data destruction of all data on a "single device", defined as a single device internal memory including possibly attached removable storage medium (flash media or memory card).

"PiceaDiagnostics" is the analysis of hardware and/or software functions on a "single device", defined as a single device hardware, running operating system including device built-in applications and applications installed by user. "Diagnostics" may manipulate files that are part of the device operating system and/or files stored by user and /or installed by other applications.

Use of Software shall be subject to the Company accepting these Terms of Use, End User license Agreement (Eula) http://piceasoft.com/?page=piceasoft-eula-en and Piceasoft Privacy Policy http://www.piceasoft.com/index.php?page=privacy-policy.

5. Other Terms

Use of Software

Software and accompanying documentation are fully titled and copyrighted work of Piceasoft Ltd.

Warranty

Piceasoft warrants that during a period of ninety (90) days from the date on which the Software was received by the Company from Piceasoft, the Software shall, in its unaltered form, operate substantially in accordance with the functional

specifications given in documentation released by Piceasoft, provided the Software is used in a manner consistent with any applicable environmental specifications. Piceasoft does not warrant the fitness of the results achieved by the Software. Piceasoft's sole responsibility under this warranty is to start without delay reasonable efforts to correct such significant errors (or to provide a detour) as are reported by the Company to Piceasoft during the warranty period.

Piceasoft does not warrant that all Software defects will be corrected, nor is it warranted that the functions contained in the Software will meet the Company's requirements and/or that the Software will operate uninterrupted and/or error- and/or bug-free and/or in all combinations selected for use by the Company.

Piceasoft's liability for the errors in the Software shall be limited to the fulfilment of the warranty obligations under this Section.

Except for the warranties expressly stated above, and/or as required by mandatory rules of applicable law, the Software contained therein, is licensed "**as is**". Piceasoft disclaims any and all other warranties, whether express and/or implied, by operation of law and/or otherwise, including, including but not limited to, any implied warranties of merchantability and/or fitness for a particular purpose

Limitation of Liability

Neither party shall be liable to each other in contract, tort and/or otherwise, whatever the cause thereof, for any loss of revenue and/or of profit, business and/or goodwill and/or any indirect, special, consequential, incidental and/or punitive cost, damages and/or expense of any kind (including loss of data), howsoever arising under and/or in connection with this agreement, except in cases of gross negligence or wilful misconduct.

The entire liability of Piceasoft under any provision of this agreement and the Company's exclusive remedy shall be limited to the greater amount actually paid by the Company for the Software or ten thousand (10.000) euros (EUR). The limitations, exclusions, and disclaimers stated in this agreement will apply to the maximum extent permitted by applicable law, even if any above stated remedy fails in its essential purpose.

Trademarks

Software and Piceasoft logos are registered in Finland, and registrations are pending in other countries. Piceasoft's trademarks, as described in Piceasoft Branding Guidelines at www.piceasoft.com/branding, may not be used in connection with any product or service that is not Piceasoft's, in any manner that is likely to cause confusion among end-users, or in any manner that disparages or discredits the Company.

Copyright

All content and compilation of content on Piceasoft web pages and servers, including but not limited to text, graphics, logos, button icons, images, audio clips, and software, is the property of the Piceasoft Ltd. and is protected by Finnish and international copyright laws.

Update of the Terms

While using the Software and be advised that the current version of the Terms of Use available always applies. Piceasoft Ltd. reserves the right to modify the Terms at any time by publishing new versions of the Terms with the Software. Such a new version shall become effective after thirty (30) days from the date of publication.

These terms may be drafted in different languages. English version shall always be the official version and in case of conflict between English and other language, the English version will always prevail.

Product Pricing and payment terms:

Payment terms: 30 days net, penal interest 8% per annum

The prices are exclusive of value added or other taxes, including any withholding taxes on royalties paid, which may be assessed or levied by any government or any taxing body, against any of the Software.

Piceasoft shall be entitled at its sole discretion and from time to time, to change its price list, remove products from the pricelist or add additional products with additional pricing. Changes in price list shall take effect within 30 days from the date of notification to Partner.

Force Majeure

If either Party hereto is prevented in the performance of any act required hereunder by reason of act of God, fire, flood, or other natural disaster, malicious injury, strikes, lock-outs, or other labour troubles, riots, insurrection, war or other reason of like nature not the fault of the Party in performing under these terms of use, then performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay except that if any delay exceeds six months, then the Party entitled to such performance shall have the option to terminate the agreement.

Neither Party shall be responsible for Force Majeure or claim damage or any other compensation from the other Party for delays or non-performance caused by Force Majeure.

If either Party suffers delay in the execution of its contractual obligations due to Force Majeure, the Party shall as soon as possible give the other Party notice in writing of the cause of delay. Such Party shall, however, perform said contractual obligations as promptly as reasonably practicable after removal of the cause and/or its effects.