

## Terms and Conditions 2018-2

### Unlock file and Commercial License Agreement

Each purchase will include an unlock file(s), which will lift the restrictions of the associated application. These restrictions have become active after the Grace Day period has expired, and said restrictions are thus lifted with the presence of the correct, valid unlock file. Re-installing the application will not affect the Grace Day period. The Commercial License Agreement is an additional document that is sent to the customer, but only when being part of the purchase.

### Receiving the purchased goods

We have no automated purchase response system in place; we manually prepare your unlock files and license agreement (if part of the purchase). We will immediately send you the purchased goods (= files) after payment confirmation from PayPal. The e-mail address that is provided with the PayPal payment is the only e-mail address that will be used to send the purchased goods, even if you contacted us before, e.g. by using a different e-mail address. We can only respond outside office hours in the CET time zone. So, when we use the expression 'immediately' we mean immediately after being able to respond to you by e-mail. So, please expect our first response later in our day, while you may have paid early in our night (and waiting our response)!

### Mac users

All our applications require a Windows environment. The application can however be installed on Mac systems when a Windows environment is available, e.g. by installing Windows via Wine (freeware), Parallels or Bootcamp. It is fair to say that our applications run on OS-X, but technically it's a Windows environment within Mac OS-X.

### Refund

Please be informed that we can only refund your payment when no unlock file and license has yet been sent to you. To apply for a refund you must inform us by e-mail about your wish to refund, immediately after the purchase has been confirmed by PayPal. At least before we have sent any unlock file or license agreement to you. After you have received these files refund will not be possible in any case.

### Time of delivery

The time and day of the e-mail with the purchased goods attached that was sent to the client from our systems is the single source of evidence of completion of the transaction. If the client claims to not have received the purchased goods by e-mail, then our e-mail correspondence is the evidence that is used to legally prove that we have delivered our goods to the client. The client must then first check the e-mail inbox that was provided by the PayPal payment and confirm the status of the e-mail reception.

**Unable to deliver**

In very rare occasions when we respond to the e-mail address as provided in the PayPal payment confirmation, we appear not to be able to deliver, e.g. because of our mail ended up in the 'spam box', 'mailbox full' or 'invalid e-mail address'. If you didn't get a response from us within 24 hours after payment, you are kindly requested to send us an e-mail preferably using a *different* e-mail address, and sending proof of your payment. Please first reach out to us before raising a dispute, claim or chargeback at PayPal. We are convinced that we can work this out in a mature and professional way. Baseline: the customer is responsible to be able to be reached on the e-mail address provided on the PayPal account.

**Commercial license**

For customers who have also purchased a commercial license agreement are allowed to sell the results from our applications. Customer who didn't purchase such a commercial license are therefore not allowed to sell the results from our applications, while the unlock file is only valid for personal use. Also using our applications in commercial activities is only allowed when a commercial license is purchased. For non-profit and educational purposes special agreements are in place, which will be agreed upon on a case-by-case basis. Please contact use in case you want to apply for such a special arrangement. For larger companies we request that multiple unlock files are purchased, to be used on multiple systems.

There is only one exception to the license agreement described above: Brickaizer. For this application commercial use is explicitly granted.

**Unlock file naming**

All unlock files are put on the name of the client who purchased these. The name of the file is chosen by APP Helmond, based on information on the PayPal confirmation mail. In exceptional situations we can choose for a different name, but only after confirmed e-mail correspondence before the actual payment is completed. The Commercial License file is also put on name and address, as provided with the PayPal mail.

**Ownership of unlock files**

The client is not allowed to resell or share the license and unlock files in any circumstances. These files remain the property of APP Helmond, and when sharing these files in e.g. the public domain we might start a lawsuit (according to Dutch laws), and demand a financial compensation from the violator for the potential cumulated loss of sales, with a minimum of 10,000 euro. These are all harsh words and very unfriendly... but we like to protect our intellectual property as much as we can.

**Taxes**

A VAT of 3.5% is applicable to all our purchases. The VAT will be returned when a refund is agreed.

APP Helmond  
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