PRINTFIL release 5.27 - END USER LICENSE AGREEMENT - Apr 2021

THE ACCOMPANYING SOFTWARE IS LICENSED TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THESE LICENSE TERMS. BY INSTALLING OR USING THE ACCOMPANYING SOFTWARE YOU AGREE THAT YOU HAVE READ THESE TERMS AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS, DO NOT INSTALL, USE OR COPY THE SOFTWARE.

1 - DEFINITIONS
2. Software: All the files which compose the program, including the documentation, licence keys, executable binaries (EXE), dynamic link libraries (DLL), fonts (TTF), images, user interfaces and their translations
3. End User: Person or Company whom the software is licensed (you)

2 - COPYRIGHT
1. All copyrights to the software are exclusively owned by the author.

3 - USAGE AND DISTRIBUTION OF THE UNREGISTERED SHAREWARE VERSION
2. Anyone may use this software during a test period of 30 days. Following this test period of 30 days or less, if you wish to continue to use the software, you MUST register it, obtaining one or more licence keys.
3. Licence keys can be requested to the author, at his website. A registration fee is required. "Personal Edition" licences and quantity discounts are available. As soon as the payment is received, your licence keys will be sent you by e-mail. For faster delivery, we suggest you to purchase the software paying by credit card, but you can also pay by bank/wire transfer, check, cash, fax of phone.
4. The unregistered shareware version, may be freely distributed, provided the distribution package is not modified. No person or company may charge a fee for the distribution of the software without written permission from the copyright holder.

4 - USAGE AND DISTRIBUTION OF THE REGISTERED VERSION
1. Once registered with the license keys, the end user is granted a non-exclusive license to use the software on one workstation at a time, for any legal purpose. License keys must be kept strictly confidential and cannot be distributed to third parties, except in the cases provided for in the following points.
2. If the software is registered with a "Personal Edition" license, it can only be used for personal, not commercial or business, purposes, on a single workstation, on which the software must be activated via internet.
3. You may access the software through a network, provided that you have obtained individual licenses for the software covering all workstations that will use the software through the network, even only by creating files on the server machine with the purpose of activating the software. For instance, if 5 different workstations will use the software through the network, each workstation must have its own license, regardless of whether they use the software at different times or concurrently.
4. There are NO additional license fees, apart from the cost of registration, associated with the use of the software. The registration is NOT time limited, unless you've purchased a Time Limited license, like a Monthly License. In such case the registration is intended automatically terminated at the end of the purchased period and the system date must always be correct on the workstation. The end user then will be free to extend the period by purchasing another license or stop using the software without being required to send any written communication to the author.
5. The registered software may not be rented or leased, but may be permanently transferred, if the person receiving it agrees to terms of this license. If the software is an update, the transfer must include the update and all previous versions.
6. Transfer granted in the previous paragraph does not apply if the software is registered with a "Personal Edition" license or the licence keys are containing the word "NFR" or "Not For Resale". In this case you may not transfer the software.

5 - LIMITED WARRANTY AND LIABILITY
1. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. THE AUTHOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU USE AT YOUR OWN RISK.
2. IN NO EVENT SHALL THE AUTHOR OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE OR RELATED DOCUMENTATION, EVEN IF THE AUTHOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
3. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages so the limitation or exclusion stated in the previous paragraph may not apply to you. THE AUTHOR SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES ARISING FROM PERFORMANCE OR lack thereof, OF SELF-PERFORMANCE OF THE SOFTWARE. OUR MAXIMUM LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE. Nothing contained in these License Terms shall prejudice the statutory rights of any party dealing as a consumer. The author is acting on behalf of its employees and licensors or subsidiaries for the purpose of disclaimer, excluding, and/or restricting obligations, warranties, and liability as provided in this clause, but in no other respects and for no other purpose.

6 - USAGE LIMITS
1. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, otherwise reverse engineer, or transfer the licensed program, or any subset of the licensed program, except as provided for in this agreement. Any such unauthorized use shall result in immediate and automatic termination of this license and may result in criminal and/or civil prosecution.
2. All rights not expressly granted here are reserved by the author.

7 - LEGAL JURISDICTION
1. These terms shall be governed under the Laws of Italy without regard to conflict of laws rules and principles and without regard to the United Nations Convention of Contracts for the International Sales of Goods. The court of Italy where the author is established, shall have the exclusive jurisdiction and venue to adjudicate any dispute arising out of these License Terms.

8 - PRIVACY
1. The Software can be configured to connect to the Author's website to perform tasks like "Activation of Personal Edition Licenses", "Search for updates", "Contextual help in case of errors" etc. To allow those tasks it's possible some data is transferred, about the workstation in use (including the IP address), the configuration, the license keys eventually installed, etc. When allowing those tasks it's intended fully accepted even the website's Privacy Policy, published at https://www.printfil.com/en-privacy-cookie.htm
2. Personal data supplied from the End User to the Author, directly or indirectly, is protected by the Italian law: Legislative Decree 196/2003 and subsequent Legislative Decree 101/2018 which complies with the provisions of European Regulation (EU) 2016/679 (GDPR). The treatment of the data will be carried out by the Author (titular of the treatment) with computer/manual modalities. The data will be used for the integral execution of the contract and for the implementations required by the laws or demands from the competent Authority. The data will not be disclosed by the Author to thirds parties without the End User's specific consent, but what's closely necessary for the correct execution of the contract. The communication of the data is indispensable and mandatory. According to the aforesaid Legislative Decrees, you concur with the treatment of your data as described above.

As required by the Italian law (art. 1341 e 1342 Cod. Civ.), you are specifically approving chapters: 5 (limited warranty and liability), 6 (usage limits), 7 (legal jurisdiction).