

LICENCE CONTRACT WITH THE CUSTOMER FOR THE MHVISUAL SOFTWARE

IMPORTANT - READ CAREFULLY:

This Licence contract with the customer is an intercurrent contract between the customer (a physical or legal person) and BTicino for the MHVISUAL Software which includes the modes of use and after-sales service. THE CUSTOMER ACCEPTS THE CONSTRAINTS OF THIS CONTRACT. WHENEVER THE CUSTOMER DOES NOT ACCEPT THE CONDITIONS OF THIS CONTRACT, HE THEN CANNOT INSTALL OR USE THE SOFTWARE AND MUST RETURN IT TO THE RETAILER IMMEDIATELY. IN THIS CASE, WHENEVER AT THE TIME OF PURCHASE THE RETAILER ISSUED AN INVOICE, THE CUSTOMER MAY OBTAIN THE REIMBURSEMENT OF THE PRICE PAID OR THE REPLACEMENT OF THE SOFTWARE WITH ANOTHER PRODUCT OF THE SAME PRICE.

LICENCE CONCESSION.

In compliance with the conditions of this contract the customer will be granted the following rights:

1. To install and use a copy of the Software on one or more PCs connected to a single system. A system is understood as an installation in a single building with a unique address.
2. Right to after-sales service only if in possession of the Serial Number printed on the CD duly registered at BTicino. The customer may allow any device to access and use the copy granted under Software licence only for the purpose of supplying technical support and maintenance services.
3. The Software uses technologies to protect against the use of copies which are not granted under licence or which are illegal.
It may be necessary to activate the Software again if the customer changes the computer's hardware configuration or alters the Software. BTicino will use these technologies to confirm that the customer possess a copy duly granted under Software licence. If the customer does not use a copy of the Software granted under licence, he will not be able to install the Software or the future Software updatings. BTicino will not retrieve any personal information from the customer device during this process.
4. The Software is protected by the laws and treaties on Copyright and on intellectual property. BTicino is the proprietor of the name, Copyright and other rights on the intellectual property inherent in the Software. The Software is not sold, but is granted under licence. This Contract does not grant the customer any right concerning the BTicino registered trademarks or service marks.
5. The customer must not decode, decompile or disassemble the Software, apart from the cases when the activities mentioned above are expressly allowed by the applicable law.
6. This Contract applies to the updatings, which BTicino may supply or make available to the customer following the data on which the Software is obtained, unless these elements are accompanied by specific conditions.
7. Whenever the Software is identified as an updating, to be able to use it the customer should first obtain the licence for the Software identified by BTicino as suitable for updating. After installing the update, the customer will no longer be able to use the original Software which formed the basis of the update, except as part of the updated Software.
8. Whenever the customer does not adhere to the conditions of this Contract, BTicino will be able to cancel the Contract itself, without this affecting his other rights. In this case, the customer must destroy all the copies of the Software and all its component parts.
9. The Software is designed and offered as a general-purpose product, and is not designed or offered for the customer's special purposes. The customer accepts that no Software product is error-free and recognises that he has been specifically warned of the need to back up his files regularly. On condition that the customer has a valid licence, BTicino undertakes to repair or replace the Software.
10. To the maximum extent allowed by the applicable law, and excluding what is indicated in the BTicino Guarantee, BTicino is not responsible for damage of any kind (including, as an example, damage for loss or missed gain, interruption of activity, loss of commercial information or other pecuniary losses) deriving or in any way correlated to the use or incapacity to use the Software, even in the case when BTicino was warned of the possibility that this damage might occur. In any case, BTicino's overall responsibility on the basis of the provisions of this Contract cannot exceed the sum effectively paid by the customer for the Software. These limitations do not apply to the responsibilities which cannot be excluded or limited on the basis of the applicable laws.