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PrivMX Free License

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This document contains information about the legal rules of using PrivMX Software. It is a binding agreement, which means that as a User of PrivMX Software, you are obliged to comply with it.

In this document, we use the term PrivMX Software – a general name describing a software system created by us, consisting of, among others, PrivMX Bridge and PrivMX Endpoint. PrivMX Bridge is a server-side component which is used together with PrivMX Endpoint - programming libraries and tools which are the client-side part of the PrivMX Software.

The license document also uses the concept of PrivMX Solution, which is a PrivMX Bridge runtime structure, enabling one programming solution (e.g., one application) to use PrivMX Software functions.

The contract is concluded between us, that is:

Simplito sp. z o.o. with its registered office in Toruń, Republic of Poland, address: Grudziądzka 1-3, 87-100 Toruń, entered into the Register of Entrepreneurs of the National Court Registry by the District Court in Toruń, VIIIth Commercial Division of the National Court Registry under KRS number: 0000305883,

and any User of PrivMX Software – you become one if you download, install, or use PrivMX Software. This includes, in particular, installing PrivMX Software within your own IT infrastructure in order to use it. You are also a User when you access source code of PrivMX Software or integrate it with other solutions.

Using PrivMX Software within an Organization

If you perform any of these activities involving PrivMX Software, in connection with your activity in an Organization, then the User, and therefore a party to the license agreement, is that Organization. If we use the term Organization in this agreement, we mean any legal person, organized group of people, or organizational unit (whether in form of national government, local government, or private entity) – e.g., enterprise, company, governmental authority, foundation, religious association, nongovernmental organization, school, or scientific organization.

In this case, by accepting the terms of this license agreement, you state that you are authorized to enter into this license agreement on behalf of your Organization.

By activity within the Organization, we mean in particular the use of PrivMX Software in the creation or development of IT solutions used in the Organization, the creation of other commercial solutions utilizing PrivMX Software, testing PrivMX Software due to its potential use within the Organization, conducting research activities with PrivMX Software within the Organization.

If in this agreement we use terms such as we, us, our, ours, it refers to Simplito sp. z o.o.

If in this agreement we use terms such as you, your, yours, etc., it refers to the User who is a party to this license agreement – either an individual or an Organization.

What you can do with PrivMX Software

As part of the license granted to you to use PrivMX Software, you may use it for your permissible personal use. This means that you have the right, acting as an individual, to use PrivMX Software for your own personal purposes, e.g. to create solutions aimed at contacting family or friends, or to test PrivMX Software functions in regards to your personal interests, knowledge development or individual research activities.

You may modify PrivMX Software and its source code for your own needs.

You can use multiple PrivMX Solutions under the terms of this license, however you are obliged to meet the requirements of the license in each case.

What you can't do with PrivMX Software

With the exception described below in the next paragraph, you may not use PrivMX Software for commercial purposes. We understand commercial purposes as any activities related to PrivMX Software that meet at least one of the following criteria:

- are aimed at making profit – e.g., creation of your own IT solutions using PrivMX Software and offering them to third parties,
- are used for the internal needs of the Organization – e.g., for communication within the Organization, communication with its customers or other people who interact with the Organization in any way,
- they are used to achieve other objectives of the Organization – e.g., development and research activities, including the creation of its own products or services.

If you want to use PrivMX Software commercially, you are obliged to purchase a separate commercial license. Detailed information regarding this matter can be found at privmx.com.

As the User of PrivMX Software, you may not rent, license, distribute, transfer to public repositories, copy for sale, or publish PrivMX Software, its source code and any related materials, derivative works, modified versions and rights.

You may also not provide PrivMX Software hosting services to third parties.

Exception

You or your Organization can use PrivMX Software in order to carry out research or development activities related to the creation of your original IT solutions at the stage of development and internal testing. You may do so only until making a given solution production-ready - public or available to customers, members of your own staff, or other end users and 3rd parties.

Copyright notice

We have full copyright to PrivMX Software. We have the right to decide on its distribution, modification, development, or licensing.

Responsibility

Unless otherwise required by applicable law or otherwise agreed upon in writing, PrivMX Software is provided on an "as is" basis.

Other than as provided in this agreement, we make no other warranties, express or implied, and hereby disclaim all implied warranties, including the ones regarding the operation of PrivMX Software.

You are solely responsible for evaluating whether your use of PrivMX Software is fit for your particular purposes.

Our liability for damages resulting from the use of PrivMX Software is excluded to the maximum extent permitted by applicable law. Accordingly, we will not be liable to you under any circumstances for any damages, including actual damages or lost profits, that result from the use of PrivMX Software (including damages resulting from damage to the reputation of the company, errors of other computer programs, malfunction of IT systems), even if we have been advised of the possibility of such damages.

Other provisions

The license indicated in this agreement is granted without territorial limitations, in a non-exclusive, free, and indefinite period.

We have the right to conduct activities aimed at verifying that your use of PrivMX Software is in accordance with the content of the license granted to you.

The license is governed by the laws of the Republic of Poland. The license is subject to the jurisdiction of Polish courts. Any disputes related to the license will be resolved by the common courts having jurisdiction over the registered office of our company, unless specific provisions of law say otherwise.