Software Products: HostsMan and accompanying documentation ("Freeware").

Licensor: abelhadigital.com.

THIS IS A LEGAL AGREEMENT BETWEEN YOU, AN END USER, AND LICENSOR.

BY DOWNLOADING AND INSTALLING THE FREEWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL AND DELETE ANY COPIES OF THE FREEWARE THAT YOU HAVE DOWNLOADED.

THIS FREEWARE IS PROVIDED TO YOU FREE OF CHARGE. OBTAINING A LICENSE TO THIS FREEWARE FROM ANY PARTY OTHER THAN LICENSOR AND/OR PAYING A FEE FOR SUCH LICENSE IS STRICTLY FORBIDDEN. IF YOU ARE AWARE OF ANY UNAUTHORIZED THIRD PARTY DISTRIBUTING THIS FREEWARE AND/OR CHARGING A FEE FOR THIS FREEWARE, PLEASE REPORT SUCH VIOLATIONS TO YOUR CONSUMER PROTECTION AUTHORITIES.

DISTRIBUTION ON INTERNET AND CD-ROM

1. The Licensor grants you the right to make this freeware available on an internet site for the purpose of downloading, as long as NO FEE IS CHARGED for said download.

2. The Licensor grants you the royalty-free right to reproduce and distribute this freeware as part of a CD-ROM to be enclosed with the print issue of any magazine, book or printed publication, as long as said CD-ROM and printed publication contain material that would have been distributed regardless of the inclusion of this freeware, and NO EXTRA FEE IS CHARGED for inclusion of this freeware.

3. You are not allowed to distribute merged hosts files without permission from the respective vendors.

LICENSE TERMS AND CONDITIONS

I. Grant of license

This Agreement permits you to use a copy of the Freeware acquired with this license on any computer ("License"). The Freeware is "in use" on a computer when it is loaded into the temporary memory or installed into the permanent memory (e.g. hard disk, CD ROM, or other storage device) of that computer, except that a copy installed on a network server for the sole purpose of distribution to other computers is not considered "in use".

II. Copyright

The Freeware is owned by Licensor and is protected by copyright laws, international treaty provisions, and other national laws. You agree that you have no right, title or interest in the Freeware, except as set forth in Subsection I.

III. Other restrictions

You may not rent, lease or sell the Freeware to any third party. You may not reverse engineer, decompile or disassemble the Freeware.

IV. Warranties

YOU ACKNOWLEDGE THAT YOU HAVE LICENSED THIS FREEWARE FREE OF CHARGE AND THAT LICENSOR MAKES NO WARRANTIES TO YOU IN CONNECTION WITH THIS LICENSE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSOR FROM ANY AND ALL CLAIMS OF INFRINGEMENT (INCLUDING THOSE MADE BY THIRD PARTIES) RESULTING IN WHOLE OR IN PART FROM YOUR USE OF THE FREEWARE.

V. No liability for consequential damages

In no event shall Licensor be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use the Freeware, even if Licensor has been advised of the possibility of such damages.

VI. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of Portugal. If any dispute shall arise pursuant to any provision of this Agreement, said dispute shall be settled by binding arbitration in accordance with the rules and regulations of the courts, located in Portugal. If any term or provision of this Agreement shall be declared invalid in arbitration or by a court of competent jurisdiction, such invalidity shall be limited solely to the specific term or provision invalidated, and the remainder of this Agreement shall remain in full force and effect, according to its terms. Any provision declared invalid shall be modified to the fullest extent possible to reflect the parties intent as of the Effective Date.

Copyright © 1997-2017 abelhadigital.com. All rights reserved.