



Terms of Service

Terms that apply when you use Novihacks

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General

The providers ("we", "us", "our") of the service provided by this web site ("Service") are not responsible for any user-generated content and accounts. Content submitted express the views of their author only.

This Service is only available to users who are at least 16 years old. If you are younger than this, please do not register for this Service. If you register for this Service, you represent that you are this age or older.

All content you submit, upload, or otherwise make available to the Service ("Content") may be reviewed by staff members. All Content you submit or upload may be sent to third-party verification services (including, but not limited to, spam prevention services). Do not submit any Content that you consider to be private or confidential.

You agree to not use the Service to submit or link to any Content which is defamatory, abusive, hateful, threatening, spam or spam-like, likely to offend, contains adult or objectionable content, contains personal information of others, risks copyright infringement, encourages unlawful activity, or otherwise violates any laws. You are entirely responsible for the content of, and any harm resulting from, that Content or your conduct.

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End User License Agreement

License

1. Under this End User License Agreement (the "Agreement"), Novihacks (the "Vendor") grants to the user (the "Licensee") a non-exclusive and non-transferable license (the "License") to use Novihacks (the "Software").
2. "Software" includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the product.
3. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Vendor. Intellectual property rights include, but not limited to, the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.
4. This Agreement grants a site license to the Licensee. The Software may be loaded onto a maximum of one computer.
5. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.
6. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
7. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.
8. The Vendor will pursue both civil and criminal legal action for each breach of Agreement. The Licensee shall be liable for all legal costs and consequential damages. If sued for civil infringement, the penalty is up to 100.000€ per title infringed. If charged with a criminal violation, the fine is up to 250.000€ per title infringed and up to five years imprisonment.

Limitation of Liability

9. The Software is provided by the Vendor and accepted by the Licensee "as is". Liability of the Vendor will be limited to a maximum of the original purchase price of the Software. The Vendor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.
10. The Vendor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.

11. The Vendor does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

Warrants and Representations

12. The Vendor warrants and represents that it is the copyright holder of the Software. The Vendor warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright or applicable statute.

Acceptance

13. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") on installation of the Software on the first computer.

Term

14. The term of this Agreement will begin on Acceptance and is perpetual.

Termination

15. This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy the Software or return the Software to the Vendor.

Force Majeure

16. The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

Miscellaneous

17. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.

18. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice

versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

19. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

20. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

Refunds

21. Purchases, of both the Donator user-upgrade and the Advanced user-upgrade as well as the lifetime auction payments are non-refundable. In some cases, there can be exceptions for the Advanced user-upgrades. For more information, please read our refund policy carefully at <https://novihacks.com/refund-policy.pdf>. If you think you match the criteria of our refund policy and would like to receive a refund on your purchase, please create a support ticket in our help center.

About these terms

Service usage

If you do not agree with these terms, please do not register or use the Service. Use of the Service constitutes acceptance of these terms. If you wish to close your account, please create a support ticket in our help center.

Changes to these terms

These terms may be changed at any time without notice.