

## Web Wiz Free Edition/Demonstration Website License Agreement

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- 1.3. This software is licensed, not sold. This Agreement only gives you some rights to use the software. 'Web Wiz' reserves all other rights. You may use the Software only as expressly permitted in this agreement.
- 1.4. This Agreement may be amended only by a writing signed by both parties.

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The following words marked in bold will have specific meanings in this contract.

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- 2.2. **Web Wiz** - Web Wiz in this agreement refers to the Software owner; 'Web Wiz' of Unit 10E Dawkins Road Industrial Estate, Poole, Dorset, UK.
- 2.3. **Licensee** – In this Agreement 'Licensee' shall mean the person to whom the license is granted.
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Upon cancellation, Licensee shall destroy all copies of the Software and return to 'Web Wiz' any licenses and registration keys. Once this is complete to the satisfaction of 'Web Wiz' any monies paid to 'Web Wiz' will be return to the consumer within 30 days.

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- 15.1. 'WEB WIZ' RESERVES THE RIGHT TO CHANGE THE TERMS OF THIS LICENSE AGREEMENT AT ANY TIME. Changes to the License Agreement will be announced on the 'Web Wiz' web site, and via News Feeds from 'Web Wiz'. Failure to receive notification of a change does not make those changes invalid. A current copy of this Agreement will be available on the 'Web Wiz' web site at [www.webwiz.co.uk](http://www.webwiz.co.uk).
- 15.2. Technical support will not be provided for third-party modifications to the Software including modifications to code, Skin packs, and Language packs to any license holder. If the Software is modified using a third-party modification instruction or otherwise, technical support may be refused to any license holder.

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- 15.5. 'Web Wiz' reserves the right to publish a selected list of users of the Software.

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In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either Licensee or Licensor from any relevant competent authority, 'Web Wiz' shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or, at our discretion, such provision may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

## **17. Headings**

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

## **18. Entire Agreement**

This Agreement together with any documents expressly referred to in them, contain the entire License Agreement between us relating to the subject matter covered and supersede any previous Agreement, arrangements, undertakings or proposals, written or oral between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of this License Contract. In agreeing to this Agreement, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

## **19. Assignment**

This Agreement is personal to you and you may not assign, transfer, sub-contract or otherwise part with this Agreement or any right or obligation under it without our prior signed written consent from 'Web Wiz'.

## **20. Waiver**

Failure or neglect by either party to exercise any of its rights or remedies under this Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this license nor prejudice that party's right to take subsequent action.

## **21. Applicable Law and Dispute**

This Agreement and all matters arising from it are governed by and construed in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction over all disputes arising in connection with this Agreement and the place of performance of this Agreement is agreed by you to be England.