

BuyerDeck License Agreement – Beta version

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- b. “Use” or “Using” means to access, install, download, copy or otherwise benefit from the Software.
- c. “Computer” means a device that accepts information in digital or similar form and manipulates it for a specific result based upon a sequence of instructions.
- e. “BuyerDeck means the trading arm of MyReyub Ltd with offices at 1 Serenaders Road SW9 7QP London

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3. Term. Unless earlier terminated as set forth herein, this Agreement is effective for the term set forth in the applicable invoice. If no term is agreed, the default term shall be one (1) month from purchase.

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a. Limited Warranty. BuyerDeck warrants (manufacturer warranty) that for thirty (30) days from the date of original purchase the paid version of the Software will operate substantially in accordance with the specifications where provided and that the media, if any, on which the Software is contained and provided to you will be free from defects in materials and workmanship.

b. Customer Remedies. BuyerDeck’s entire liability and your exclusive remedy for any breach of the foregoing warranty shall be, at BuyerDeck’s option, either (i) return of the purchase price paid for the license, if any, or (ii) replacement of the defective media in which the Software is contained. This limited warranty is void if the defect has resulted from accident, abuse, or misapplication by you. Any replacement media will be warranted for the remainder of the original warranty period.

c. Warranty Disclaimer. Except for the limited warranty set forth herein, the Software is provided “as is” and BuyerDeck makes no warranty as to its use or performance. Except for any warranty, condition, representation or term the extent to which cannot be excluded or limited by applicable law, BuyerDeck makes no warranty, condition, representation or term (express or implied, whether by statute, common law, custom, usage or otherwise) as to any matter including without limitation, non-infringement of third party rights, satisfactory quality or fitness for a particular purpose. You assume responsibility for selecting the Software to achieve your intended results, and for the installation of, use of, and results obtained from

the software. Without limiting the foregoing provisions, BuyerDeck makes no warranty that the Software will be error-free or free from defects or interruptions.

8. Limitation of Liability. Under no circumstances and under no legal theory, whether in tort, contract or otherwise, shall BuyerDeck be liable to you or to any other person for loss of profits, loss of goodwill, or any indirect or consequential damages or damages for negligence including without limitation, damages for loss of goodwill, loss of data, computer failure or malfunction, or for any other damage or loss. In no event shall BuyerDeck be liable for any damages in excess of the price paid and/ or payable for the Software, if any, even if BuyerDeck has been advised of the possibility fo such damages. This limitation shall not apply to liability for death or personal injury to the extent that applicable law prohibits such limitation. Nothing contained in this Agreement limits BuyerDeck’s liability to you for its gross negligence or for the tort of fraud.

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10. Free Software. This product may include some software programs that are licensed (or sublicensed) to the user under the GNU General Public License (GPL) or other similar free software licenses which, among other rights, permit the user to copy, modify and redistribute certain programs, or portions thereof, and have access to the source code (“Open Source Software”). The GPL requires that for any Open Source Software covered under the GPL, which is distributed to someone in an executable binary format, that the source code also be made available to those users. For any Open Source Software covered under the GPL, the source code is made available on the download package. If any Open Source Software licenses require that BuyerDeck provide rights to use, copy or modify a Open Source Software program that are broader than the rights granted in this agreement, then such rights shall take precedence over the rights and restrictions herein.

11. Privacy. By entering into this Agreement, the parties shall comply with all applicable laws including data protection laws.

12. Collection of Certain System Information. BuyerDeck employs certain applications and tools through its website to retrieve information about your computer system to assist us in the provision and support of services that you have chosen to use. This information is essential to enable us to provide you with quality service.

13. Miscellaneous. This Agreement sets forth all rights for the user of the Software and is the entire agreement between the parties. This Agreement supersedes any other communications, representations or advertising relating to the Software. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by BuyerDeck. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.