

proCertum CardManager software license

06-04-2021

Preamble

Read this software license agreement carefully before installing.

By downloading the proCertum CardManager software you are consenting to be bound by ALL terms of this license. If you do not agree to ANY of the terms of this license, then do not install or use the proCertum CardManager.

ASSECO DATA SYSTEMS S.A. ul. Jana z Kolna 11, 80-864 Gdańsk, Poland, entered in the register of enterprises maintained by the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register, under KRS No. (National Court Register) 0000421310, having NIP No. (Tax ID No.) 517-035-94-58, with the share capital of PLN 120,002,940.00 (fully paid up), grants license for use the SOFTWARE under the name proCertum CardManager upon the following terms:

§ 1

Definitions

The terms used in this license have following meaning:

- a) "SOFTWARE" - installed proCertum CardManager application with the user's documentation.
- b) "proCertum CardManager" - application for cryptographic card cryptoCertum profiles administering and managing .
- c) "licensee" - the subject to which ASSECO DATA SYSTEMS S.A. grants the license on using the SOFTWARE.
- d) "licensor" - ASSECO DATA SYSTEMS S.A. ul. Jana z Kolna 11, 80-864 Gdańsk, Poland.

§ 2

Licensee restrictions

1. The license is granted to the licensee with the moment of the installation of the SOFTWARE.

Licensee can:

- a) install and use unlimited number copy of the SOFTWARE on one personal computer as well as on other device, and
- b) install the additional copy of the SOFTWARE on the second, mobile device to the sole/exclusive usage by the main user on the condition that both versions are not used simultaneously.

2. Licensor hereby grants Licensee:

- "proCertum CardManager" provided with cryptographic card cryptoCertum as:

a perpetual, non-exclusive, non-transferable license to use the Software belonging to the subject which owns the cryptoCertum cryptographic card. The license is not applicable until the fee for cryptographic card cryptoCertum is paid according to the price-list or to the separate contract.

§ 3

License limitations

1. It is forbidden to use the SOFTWARE in a way that is against law. In particular it is forbidden to:
 - a) translate, make adjustments, change structure or any other changes or modifications of the SOFTWARE.
 - b) use the SOFTWARE by other users than licensee,
 - c) decompile, disassemble or multiply the code in any other way, as well as translate the form of the SOFTWARE and related documentation,
- * remove or change any trade marks or information about products placed in the SOFTWARE.
2. The execution of any changes means infringement of licensor's copyright as well as infringement of the terms of the license.

§ 4

The licensor's declaration

1. The licensor declares that the SOFTWARE is free from viruses and other functions which could cause on purpose the damages of data, storage media or the equipment. The SOFTWARE is signed digitally by the licensor.
2. The licensor does not warrant that the SOFTWARE will realize all requirements of the user, does not assure also that the software has no defects or errors and does not warrant that the SOFTWARE will always operate without any failures in all installation environments.
3. The licensor does not bear the responsibility for the content of documents signed or granted with the usage of the SOFTWARE.
4. The responsibility of the licensor for possible damages resulting from the usage of the software or connected with this usage as well as damages resulting from services provided by the licensor is limited to the height of really carried and proved damages, however not higher from the price, which the user paid for the cryptographic card cryptoCertum.

§ 5

Withdrawal from the license

Regardless of any other regulations the license agreement can be withdrawn by a writing executed by licensor, if the licensee does not comply with the license provisions. In such case the licensee is obliged to destroy all copies of the SOFTWARE and all its components.

§ 6

Rights reservation and possession

Licensor reserves all property rights and copyrights resulting from binding regulations with the exception of rights expressly granted to licensee in the license agreement.

The SOFTWARE is protected by the copyright law and by other acts and agreements on protection of intellectual property. The ownership rights, copyright laws and other intellectual property rights to the SOFTWARE belong to the licensor in compliance with the Polish and international law. The SOFTWARE is licensed, not sold. The licensor does not grant the licensee by virtue of this license to use any trade and service marks of the licensor. It is allowed to use the name of the SOFTWARE on Internet sites of licensee on condition that the mark of copyrights, which are in the possession of the licensor, will be published, as well as the reference to Internet site of the licensor - <http://www.certum.eu> .

§ 7

Final provisions

Common law for this license is law of the Republic of Poland. To the matters not provided for herein the provisions of the Civil Code as well as acts on copyrights and derivate rights will be applicable. Any disputes arising herefrom will be settled out of court. If the parts do not settle the dispute in 3 months since the dispute was started, the dispute will be settled by competent court seated in the place proper for the licensor. The dispute will be settled in the way and according to regulations ruled by civil and penal law.