

Magasin Manager

End-User License Agreement

Software License Terms for Magasin Manager

v1.0.0 — 1 January 2026

1. Introduction and Acceptance

This End-User License Agreement ("Agreement", "EULA") is a legally binding contract between you (either an individual or a single legal entity, referred to as "you", "User" or "Licensee") and the publisher and developer of the software known as Magasin Manager ("we", "us", "our", the "Licensor" or "Developer").

This Agreement governs your acquisition, installation, activation, access to and use of the Magasin Manager desktop application, together with any accompanying data, documentation, updates, upgrades, patches, and services provided by the Licensor (collectively, the "Software").

BY DOWNLOADING, INSTALLING, ACTIVATING, ACCESSING, OR OTHERWISE USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE, YOU MUST NOT INSTALL OR USE THE SOFTWARE AND MUST IMMEDIATELY DELETE OR RETURN ALL COPIES IN YOUR POSSESSION.

If you are accepting this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity, and "you" will refer to that entity.

2. Definitions

- "Software" means the Magasin Manager application in object-code form, including all modules, components, user interfaces, databases, scripts, schema definitions, embedded assets, and any accompanying materials, together with all Updates.
- "Update" means any bug fix, patch, maintenance release, enhancement, upgrade, or new version of the Software made available by the Licensor, whether automatically or manually.
- "License Key" means the machine-bound or account-bound activation credential, token, certificate, or signed license file issued by the Licensor used to activate and operate the Software.
- "User Data" means any data, records, documents, stock records, invoices, quotes, customer or supplier information, and other content that you create, input, import, or store using the Software.

- "Device" means the single computer, workstation, or virtual machine on which the Software is installed and activated.
- "Commercial Use" means any use of the Software in connection with, or for the benefit of, a business, trade, profession, or revenue-generating activity.

3. Grant of License

Subject to your continuous compliance with this Agreement and the payment of all applicable fees, the Licensor grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use one copy of the Software on the number of Devices for which you have obtained a valid License Key, solely for your internal business or personal purposes.

- The license is granted per Device (or per seat), as specified at the time of purchase or activation.
- You may make a reasonable number of copies of the Software solely for backup and archival purposes, provided all such copies remain in your possession and control and retain all proprietary notices.
- You may use the Software only within the scope, edition, user limits, and term (if any) for which it was licensed.

All rights not expressly granted to you in this Agreement are reserved by the Licensor. No title to or ownership of the Software is transferred to you.

4. License Restrictions

You shall not, and shall not permit or assist any third party to:

1. Copy, reproduce, distribute, publish, sell, rent, lease, lend, sublicense, assign, or otherwise transfer the Software or any part of it.
2. Modify, adapt, translate, alter, or create derivative works based on the Software or any of its components.
3. Reverse engineer, decompile, disassemble, decrypt, or otherwise attempt to derive, reconstruct, or discover the source code, underlying algorithms, structure, or trade secrets of the Software, except and only to the extent such restriction is expressly prohibited by applicable law.
4. Remove, obscure, alter, or circumvent any copyright notice, trademark, watermark, licence notice, proprietary legend, or technical protection measure contained in or on the Software.
5. Circumvent, disable, bypass, tamper with, or defeat the licence activation, licence verification, revocation-list checking, machine-binding, update-signature verification, or any other security, licensing, or access-control mechanism of the Software.
6. Use, generate, distribute, or publish any key generator, licence emulator, patch, crack, unlock code, or other tool or method intended to bypass the licensing or protection mechanisms of the Software.
7. Use the Software to develop, market, or distribute a competing product or service, or to benchmark or disclose performance data for competitive purposes without prior written consent.
8. Use the Software in any manner that is unlawful, fraudulent, infringing, defamatory, or that violates the rights of any third party.
9. Use the Software for any purpose involving the operation of a service bureau, time-sharing, hosting, or application-service-provider arrangement by which the Software is made available to third parties.
10. Use the Software to store, process, or transmit content that you do not have the lawful right to store, process, or transmit.

Any breach of this Section is a material breach of this Agreement and shall result in the immediate, automatic termination of the license granted to you.

5. License Activation, Verification, and Revocation

The Software may require activation by means of a License Key and may periodically verify the validity of your licence, including by obtaining a signed revocation list. You acknowledge and agree that:

- A License Key is bound to a specific Device and/or machine identifier and may not be shared, transferred, or used on more Devices than permitted.
- The Licensor may, in its sole discretion, revoke, suspend, or deactivate a License Key in the event of breach, fraud, chargeback, non-payment, misuse, or suspected tampering.
- You must not falsify, alter, or interfere with licence data, activation responses, machine identifiers, or verification results.
- The Licensor may require re-activation following hardware changes, operating-system reinstallation, or updates to the verification mechanism.

Failure to comply with this Section may render the Software inoperative. The Licensor shall have no liability for any interruption, loss, or damage arising from the enforcement of its licensing and anti-piracy measures against a non-compliant licence.

6. Ownership and Intellectual Property

The Software is licensed, not sold. The Licensor retains all right, title, and interest in and to the Software, including all intellectual property rights, copyrights, trade secrets, know-how, trademarks, trade names, logos, and all copies and derivative works thereof. This Agreement grants you no ownership interest whatsoever in the Software.

All open-source and third-party components incorporated into the Software are provided under their respective licences, which govern those components to the extent of any conflict. Nothing in this Agreement grants you any rights to the Licensor's trademarks, service marks, or branding, which may not be used without prior written permission.

7. Your Responsibilities and User Data

You are solely responsible for:

- All User Data entered into or processed by the Software, and for ensuring that you have the lawful right to collect, store, and process it.
- Compliance with all applicable laws, including those relating to data protection, privacy, taxation, invoicing, record-keeping, and accounting, in every jurisdiction in which you operate.
- Maintaining adequate and independent backups of your User Data. Automatic backup features, including any USB or remote-backup functionality, are provided as a convenience only and are not a guarantee of data preservation.
- Securing your Device, operating system, credentials, License Key, and backup media against unauthorised access, loss, theft, or damage.
- Verifying the accuracy and completeness of all invoices, quotes, reports, stock figures, and any documents generated by the Software before relying on or distributing them.

The Licensor does not and cannot guarantee the accuracy, completeness, or legal sufficiency of any document generated by the Software. You bear full responsibility for the content and legal validity of your business documents.

8. Data Storage, Backups, and Third-Party Services

The Software stores data locally on your Device and may, if you configure it to do so, transmit data to a remote server or to removable media selected by you. You acknowledge and agree that:

- The Licensor does not host, control, or guarantee the availability, security, or integrity of any remote server, cloud storage, network, or removable medium that you choose to use.
- You are solely responsible for the configuration, security, and operation of any third-party infrastructure, including databases, containers, hosting, and backup destinations.
- Any remote synchronisation or backup feature is provided on a best-effort basis and may fail, be delayed, or be unavailable; it does not replace your obligation to maintain independent backups.
- The Licensor shall not be liable for any loss, corruption, disclosure, or inaccessibility of User Data arising from your infrastructure, your configuration, network failure, power failure, or the acts of any third party.

9. Updates, Upgrades, and Support

The Licensor may, but is not obligated to, provide Updates. Updates may be delivered automatically or manually and may modify, add, or remove features. Unless accompanied by separate terms, all Updates are governed by this Agreement. The Licensor reserves the right to discontinue any feature, edition, or the Software itself, at any time and without liability.

Any support, maintenance, training, or consulting is provided only if separately agreed in writing, and may be subject to additional fees. The Licensor is under no obligation to provide support under this Agreement.

10. Fees, Payment, and Refunds

Where a fee is charged, the licence is granted upon receipt of full payment. Fees are exclusive of all taxes, duties, and levies, which are your responsibility. Except where required by applicable law or expressly stated in writing, all fees are non-refundable.

11. Term and Termination

This Agreement is effective until terminated. Your rights under this Agreement terminate automatically and immediately, without notice, if you breach any term, or upon expiry of any licence term and failure to renew.

Upon termination you must cease all use of the Software, and destroy or delete all copies in your possession, together with any License Key. Sections concerning ownership, restrictions, disclaimers, limitation of liability, indemnity, governing law, and general provisions shall survive termination.

12. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT.

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Some jurisdictions do not allow the exclusion of certain warranties. In such jurisdictions, the exclusions above apply to the fullest extent permitted by law.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LICENSOR, ITS DEVELOPERS, OWNERS, EMPLOYEES, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR THE COST OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSOR'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE LICENCE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR, IF GREATER, THE MINIMUM AMOUNT PERMITTED BY APPLICABLE LAW.

Some jurisdictions do not allow the limitation or exclusion of liability for certain damages. In such jurisdictions, the limitations above apply to the fullest extent permitted by law.

14. Indemnification

You agree to indemnify, defend, and hold harmless the Licensor, its developers, owners, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or relating to: (a) your use or misuse of the Software; (b) your User Data; (c) your breach of this Agreement; (d) your violation of any law or third-party right; or (e) any document, invoice, quote, or report you generate or distribute using the Software.

15. Export and Legal Compliance

You may not use, export, or re-export the Software in violation of any applicable export control, sanctions, or embargo laws. You represent that you are not located in, under the control of, or a national or resident of any country subject to such restrictions, and that you are not prohibited from receiving the Software under the laws of any applicable jurisdiction.

16. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the Licensor's principal place of business, without regard to its conflict-of-law principles. The parties shall attempt in good faith to resolve any dispute amicably. Failing that, the dispute shall be subject to the exclusive jurisdiction of the competent courts of the Licensor's principal place of business, to whose jurisdiction you irrevocably submit.

17. General Provisions

- **Entire Agreement:** This Agreement constitutes the entire agreement between you and the Licensor concerning the Software and supersedes all prior or contemporaneous agreements, proposals, or representations.
- **Severability:** If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- **No Waiver:** The Licensor's failure to enforce any provision shall not constitute a waiver of that or any other provision.
- **Assignment:** You may not assign or transfer this Agreement or your rights under it without the Licensor's prior written consent. The Licensor may assign this Agreement freely.
- **Modifications:** The Licensor may update this Agreement from time to time. Continued use of the Software after such changes constitutes acceptance of the updated terms.
- **Language:** This Agreement may be provided in several languages. In case of any inconsistency or conflict, the version in the English language shall prevail, to the extent permitted by applicable law.
- **Force Majeure:** The Licensor shall not be liable for any failure or delay caused by events beyond its reasonable control.
- **Third-Party Beneficiaries:** The Licensor's developers, owners, and suppliers are intended third-party beneficiaries of the disclaimers, limitations of liability, and indemnity provisions of this Agreement.

18. Contact

For questions about this Agreement, licensing, or activation, please contact the Licensor using the contact details provided with the Software.

Acknowledgement

BY CLICKING TO ACCEPT, INSTALLING, ACTIVATING, OR USING THE SOFTWARE, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT, THAT YOU AGREE TO BE BOUND BY IT, AND THAT YOU HAVE THE AUTHORITY TO ENTER INTO IT.