

Perspectives Software Solutions GmbH
Agreement for
Requesting, building and distributing a branded version of JustResizeIt!
May 2013

IMPORTANT: THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND PERSPECTIVES SOFTWARE SOLUTIONS GMBH. READ IT CAREFULLY BEFORE COMPLETING THE REQUEST FORM. BY REQUESTING A BRANDED VERSION OF JUSTRESIZEIT! YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE CREATION OF A BRANDED VERSION AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT REQUEST A BRANDED VERSION.

This is the Perspectives Software Solutions GmbH Agreement between the requester (hereafter “you”) and Perspectives Software Solutions GmbH for requesting a branded version, which applies to the software product JustResizeIt! (branded) Version 2.0, publishing the installation badge and URL and/or distributing the branded version.

Perspectives Software Solutions GmbH (hereafter "Perspectives") is a company incorporated in Zurich, Switzerland. Perspectives' primary Internet address is www.perspectives.ch. JustResizeIt! (branded) Version 2.0 (hereafter "JustresizeIt!", “branded version” and/or “Software”) is Copyright © 2009-2013 Perspectives. All rights reserved. Copyright law protects this software program and any associated material. Perspectives retains title to and ownership in the copyright of the software product and all associated materials, less all copyright material provided by you. This software is not provided as public domain software.

By requesting a branded version, publishing the installation badge and URL and/or distributing the branded version, you agree that this Agreement is a legally binding and valid contract and agree to be bound by it. You agree to abide by the intellectual property laws and all of the terms and conditions of this Agreement.

1. REQUESTING A BRANDED VERSION

By requesting a branded version, you grant us the right to create a version of JustResizeIt! (free) with your own copyrighted material you provide us and to distribute it. This version is called the “branded version”. And, you grant us the right to place a link on the banner of the branded version that will open the URL you provide, directly or over a redirection.

The contents of your banner and the contents reachable through the URL must be in compliance with the Swiss law and all applicable laws of your country and not be used for any unlawful purpose or to misguide the visitor. Without limiting the foregoing, material that is racist, vulgar, obscene, defamatory, libelous, abusive, promoting hatred, discriminating or displaying prejudice based on religion, ethnic heritage, race, sexual orientation or age is strictly prohibited.

The scheme of the URL must be “http” or “https”. The URL must be a link to a web page that a common browser can open without additional plugins. The web page must be related with the content

of the banner. The web page cannot contain harmful code nor open or link to other content containing harmful code.

By requesting a branded version, you do not enter any financial obligations. Reviewing your request, building a branded version and delivering the needed code is absolutely free of charge.

2. DELIVERABLES

We remain free to reject your request. We are not obligated to provide reasons for the rejection.

In case we accept your request, we will build a version of JustResizeIt! displaying the banner you provided. The branded version is based on the free version of JustResizeIt! For any other version, please contact us.

Every user installing the branded version has to accept the End User License Agreement for branded version, a legal agreement between him and Perspectives, prior to install.

We will provide you the HTML code to embed in your website. This HTML code displays the default Adobe AIR installation badge installation badge, a link to the End User License Agreement for the branded version, a short description of the alternative installation method, a link to the installation files and may contain a short description of JustResizeIt! including a link to JustResizeIt!'s website.

The installation files are hosted on our servers. We are free to change the installation URL on short notice.

3. USING THE VERSION

You must publish the HTML code you received on a website you own in between 30 days from receiving the download instructions in a, for a visitor, enough visible way.

You are not allowed to change the HTML code without our permission. However, you can apply your corporate identity on the typography as long as the information remains readable.

You are allowed to create content related to JustResizeIt!, but only if this content is truthful.

You grant us the right to present your branded version as a use case.

In case we build an upgraded version for security reasons branded with your banner, you must replace the download files with the new version we will provide you in between 10 days from receiving of the modified code.

You are not allowed to embed the HTML code, display the install badge nor provide a link to the installation files on website you are not related to.

The branded version must be freely available for all visitors. You may not ask for a fee or bind the access to special conditions.

You are not allowed or take any inappropriate methods to promote the branded version of JustResizeIt!, specially but not solely to send unsolicited bulk email.

You are not allowed to distribute the installation files by your own or a third party.

The installation files are hosted on our servers. We do not collect nor request any data from user downloading the branded application, except the IP address for web statistics. We are free to change the installation URL on short notice. In special cases, we may ask you to distribute the branded version by you own, by hosting the installation files.

This Software contains copyrighted material, trade secrets and other proprietary material. You shall not, and shall not attempt to, modify, translate, reverse engineer, disassemble or decompile JustResizeIt!. Nor can you create any derivative works or other works that are based upon or derived from JustResizeIt! in whole or in part.

Perspectives's name, logo and graphics file that represents JustResizeIt! shall not be used in any way to promote products developed with JustResizeIt!. Perspectives retains sole and exclusive ownership of all right, title and interest in and to JustResizeIt! and all intellectual property rights relating thereto.

Copyright law and international copyright treaty provisions protect all parts of JustResizeIt!, products and services.

You will indemnify, hold harmless, and defend Perspectives, its employees, agents and distributors against any and all claims, proceedings, demand and costs resulting from or in any way connected with your use of Perspectives' Software.

In no event (including, without limitation, in the event of negligence) will Perspectives, its employees, agents or distributors be liable for any consequential, incidental, indirect, special or punitive damages whatsoever (including, without limitation, damages for loss of profits, loss of use, business interruption, personal injury, loss of information or data, or pecuniary loss), in connection with or arising out of or related to this Agreement, JustResizeIt! or the use or inability to use JustResizeIt! or the furnishing, performance or use of any other matters hereunder whether based upon contract, tort or any other theory including negligence.

Except as expressly stated in writing, Perspectives makes no representation or warranties in respect of this Software and expressly excludes all other warranties, expressed or implied, oral or written, including, without limitation, any implied warranties of merchantable quality or fitness for a particular purpose.

We reserve the right to redirect the URL given by you over one of our servers, specially in case that the content of the banner given by you and the target website is not verifiable in a reasonable time frame, e.g. if it is in a language we do not understand and cannot verify a potential offending against this agreement. In the case of a redirected URL, we reserve the right to remove the redirect or to change the target to a web page we own, but only in the case of founded suspicion that you are braking one or more terms of this agreement. We do not hold traffic information from this redirect other than for statistical purpose, but can do so in individual cases when asked by the Swiss government and its representatives. We cannot guarantee that a redirected URL will be reachable at any time.

4. TERMINATION

This Agreement terminates immediately in the event of default by you. You agree to indemnify us for reasonable attorney fees in enforcing our rights pursuant to this agreement.

You may terminate this Agreement at any time by revoking us the right to hold and distribute a branded version with your copyrighted material. You are not obligated to provide a reason for the revoke. In case you revoke the right to distribute the branded version, we will remove all download possibilities for the branded version immediately after your revokal. However, we cannot and won't reclaim already installed copies of the version. In case you revoke also the right to hold a copy of your copyrighted material, we will destroy all copies of copyrighted material you gave us for the purpose of creation of the branded version.

We remain free to terminate this Agreement at any time byand stop serving of the installation files. Already installed versions can still be used.

5. DISCLAIMER OF WARRANTY

PERSPECTIVES PROVIDES THE SOFTWARE AND THE ACCOMPANYING FILES "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY CONDITIONS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE RESULTS, QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER CONCERNS ALL FILES GENERATED AND EDITED BY THE SOFTWARE AS WELL.

6. SALVATORY CLAUSE

Should any part of this agreement be invalid for any reason, it is to be replaced with a corresponding text, which is valid and equivalent to the intended meaning. The rest of the agreement shall remain unaffected and valid.

7. APPLICABLE LAW.

The laws of Switzerland govern this agreement and any disputes arising out of it shall be adjudicated in a court of competent jurisdiction in Zurich, Switzerland.

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