

# End User License Agreement

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This End-User Terms of Use Agreement (the "Agreement") defines the terms and conditions that apply to works (the "Products") made and licenced by Helnius (the "Producer"). The term end user (hereinafter referred to as "You") refers, on a case-by-case basis, to either an individual, a company, an association or an entity that ends up using the products. By using the Products, you agree and are hereby bound by the terms of this Agreement as set forth by the Producer at the time of licensing.

## **Contact details of the producer:**

Discord: helnius

## **1. Licensing**

### **1.1 License**

You are granted a non-exclusive right to download, use and modify the Products for personal and non-commercial purposes only.

### **1.2 Limitations**

You may not distribute, rent, lend or publish the Products to any third party without a written permission from the Producer. You may not use the Products for fraudulent or commercial purposes without a written consent from the Producer.

## **2. Copyrights**

### **2.1 Intellectual property rights**

All rights, title and intellectual property rights in the Products belong to the Producer. This Agreement does not transfer You any of the copyright rights of the Products.

### **2.2 Copyright Notices**

You shall not remove or modify any copyright or other proprietary endorsements that are likely to be placed on the Products to indicate and verify that the Product was made by the Producer.

### **2.3 Right to be acknowledged as the Creator**

You may not mention the Products in such a context that a third party may perceive the Products to be made by someone other than the Producer. The Producer reserves the right to be acknowledged as the sole creator of all the Products.

### **3. Charging**

#### **3.1 Payment**

Fees for paid Products will be charged at the time of licensing, unless otherwise agreed.

#### **3.2 Discounts**

The producer has the right to offer the Products free of charge or at a reduced price under the conditions specified in the separate offer. Abuse of such an offer is prohibited. An abuse of an offer can for example be pulling a fictitious act to seem to be eligible for the offer in order to avoid the normal charge. Misuse of an offer creates a basis for the Producer to invoice the price of the product in its entirety.

### **4. Use**

#### **4.1 Personal Use**

You may use the Products for personal and business purposes that are not in their nature commercial.

#### **4.2 Commercial Use**

Any use of the Product that can be considered in their nature commercial require a separate and written permission from the Producer.

### **5. Disclaimer**

#### **5.1 Warranty**

The Products are provided as they are at the time of licensing without a warranty of any kind, unless there are significant discrepancies or omissions in the Product that would prevent or limit the proper use of the Product.

#### **5.2 Refund Policy**

As a private entity, the Producer does not offer any right of exchange or return to the Product without a separate written agreement.

#### **5.3 Liability**

The Producer shall not be held accountable for any direct or indirect damage caused by the use of, or inability to use, the Products, except in cases where the damage is due to gross negligence or intentional harm by the Producer.

## **6. About the Agreement**

### **6.1 Amendments**

The Producer reserves the right to change the terms of this Agreement without a separate designated notice. Changes take effect when they are presented in a sufficient enough manner.

### **6.2 Parties**

This agreement is made between the Producer and You and it concerns the use of the Products. This Agreement supersedes any prior circumstances which may have otherwise expressed the terms presented in this Agreement.

### **6.3 Change of Contracting Party**

The Producer has the right to transfer, without Your separate approval, the rights and obligations set forth in this Agreement to a third party in such a manner, that the new Producer is another entity separate from Helnius.

## **7. Application**

### **7.1 Applicable Law**

This Agreement is in force. In matters regarding this Agreement, Finnish law shall be exclusively applied.

### **7.2 Disputes**

All disputes and disagreements concerning the Agreement shall primarily be resolved through negotiations between both of the Parties. If the parties are unable to find a mutually satisfactory solution in the negotiations, the disputes can then be resolved in the Varsinais-Suomi District Court.

### **7.3 An Unlawful Clause**

If any provision of this Agreement is subsequently found to be unlawful, or otherwise invalid, it shall not affect the validity or applicability of any other provision of this Agreement.

## **End of Terms**