

Auscomp Clocks and Timers

End User License Agreement ("EULA")

1. About this agreement
 - 1.1. This is a license for use of Auscomp Clocks and Timers ("Auscomp Clocks and Timers", "Clocks and Timers", "Application", "App", "Software" or "Service") which was created by Auscomp ("Auscomp.com", "Auscomp Pty. Ltd." "Auscomp P/L) as an Add-in for integration within the Microsoft Office® suite of products ("MS Office" or "Office" – whose products and copyright belong entirely to Microsoft Corporation).
 - 1.2. The software is the property of Auscomp Pty Ltd ABN 51 062 800 088 ("Auscomp", "Auscomp.com")
 - 1.3. Auscomp Pty Ltd is an Australian corporation.
 - 1.4. The software is protected by local and international copyright laws and treaties. Nobody may install or use the software unless they have a license with Auscomp.
2. How you enter this license
 - 2.1. If you install or use the software, you are indicating your agreement to the terms in this license.
 - 2.2. If you do not agree to these terms, you may not install or use the software.
3. The terms of your license
 - 3.1. You have no rights but the ones set out in black and white in this agreement.
 - 3.2. Before installing or using the software, you must pay the price advertised when you obtained it, unless Auscomp has agreed to a different price. If you fail to do so, the price carries interest at 20% per annum with monthly rests from the date of first installation until payment in full.
 - 3.3. Before using the software, you must register it if the installation routine requires that you do so, providing true information.
 - 3.4. You may install and use one copy of the software on a single computer.
 - 3.5. You may make one back up copy.
 - 3.6. You may transfer the software to another computer if you first delete it entirely from the first computer.
4. What you may not do

You may not:

 - 4.1. copy the software except as allowed by clause 3.5;
 - 4.2. purport to give anyone else any rights in the software;
 - 4.3. do anything that might reveal the source code of the software;
 - 4.4. change the software;
 - 4.5. retain or continue to use an older version of the software after you have installed a newer version;
 - 4.6. allow anyone else to have your licensed copy of the software;
 - 4.7. do anything else not allowed in black and white by this agreement.
5. If you breach this license

If you breach this license, Auscomp may:

 - 5.1. terminate this agreement; and/or
 - 5.2. exercise any other right it has under law.
6. Following termination

If this agreement is terminated, you must:

 - 6.1. stop using the software;
 - 6.2. completely uninstall it;
 - 6.3. destroy any copies you have; and
 - 6.4. if Auscomp requires it, prove that you have done all those things.
7. Ownership

Auscomp Pty Ltd is the sole owner of:

7.1. all title to and copyright in the software;

7.2. all copies of the software;

7.3. the trade mark names and logos Auscomp, Auscomp.com and various other products from Auscomp generally known as Auscomp Add-ins for Microsoft's Office.

8. Warranties

8.1. Auscomp supplies the software as-is without any express warranties, and excludes any implied warranties that can be excluded under law.

8.2. You accept that the software may or may not work as you intend or suit your purposes, even if Auscomp was aware of them.

8.3. You choose and use the software based entirely on your own judgment and at your own risk.

9. Damages

9.1. Auscomp is not liable to you for any loss, damages or compensation, whether primary or direct, secondary, indirect, incidental consequential or special, pecuniary or non-pecuniary, foreseeable or unforeseeable, contractual, tortious or under statute arising in any way out of your installation or use of the software, even if Auscomp knew that loss or damages were possible.

9.2. If the law that governs this agreement limits the operation of clause 9.1, then Auscomp's liability for anything described in that clause can never exceed the reasonable costs of Auscomp resupplying the software to you, or the price you paid for the software, whichever is higher.

10. Modification of agreement

10.1. Auscomp may modify this agreement on notice to you in accordance with clause 12.

10.2. Otherwise, this agreement is not modified or waived by any action of either party.

11. Applicable law

11.1. This agreement is governed by the laws of Victoria, Australia.

11.2. Any legal action relating to this agreement or the software must be taken in the courts of Victoria, Australia.

12. Notices

12.1. If you have registered the software with Auscomp and supplied an email address, Auscomp is deemed to have given you a notice when an email addressed to that address leaves Auscomp's mail server.

12.2. Alternatively, Auscomp is deemed to have given you a notice when the notice has been published on its web site <https://office.auscomp.com>.

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