LICENSE AGREEMENT

Attention! Before commencing any use of the Program specified below (including downloading, recording (including to computer memory), installing, launching, etc.), carefully review the terms of its use contained in this Agreement. Any use of the Program signifies your proper acceptance of this Agreement and your full agreement to all of its terms. If you do not unconditionally agree to the terms of this Agreement, you are not authorized to use the Program and must delete it, as well as all of its components and data, from all of your computers and other devices.

This Agreement is a legally binding agreement entered into between KRAYT FCZO company and you, the end user, and applies to the following Program:

Computer Program «300+ website and online store templates for the Bitrix24.Sites and Bitrix24.Stores builder» (krayt.theme)

1. TERMS AND DEFINITIONS

For the purposes of this Agreement, the following terms and definitions shall be interpreted as follows:

License – a simple non-exclusive license (right to use).

User – a legal entity or individual who intends to or already lawfully uses the Program for purposes related to conducting entrepreneurial or other economic activities, including non-commercial ones, (excluding personal, family, household, and similar needs).

Rights Holder – KRAYT FCZO, possessing the exclusive right to the Program.

Program – a computer program, represented in an objective form as a combination of data and commands, including source code, databases, audiovisual works, included by the Rights Holder in the composition of the specified computer program. The exclusive property rights to the Program belong to the Rights Holder. When using the term "Program," it is understood both as the computer program as a whole and its components.

Agreement – this license agreement.

Party – User or Rights Holder.

Parties – User and Rights Holder when mentioned jointly.

2. GENERAL PROVISIONS

2.1. This Agreement constitutes a public offer without a time limit for its acceptance.

2.2. Acceptance of the terms of the Agreement may be made by one of the following methods (whichever event occurs earlier):

2.2.1. Downloading, recording (including to computer memory), the Program;

2.2.2. Checking the box "I have read and agree to the License Agreement" and clicking the "Install" button at the time of installing the Program, or by performing any other similar action;

2.2.3. Accessing the Program or commencing its actual use.

2.3. Acceptance signifies the acceptance of the Agreement (offer) without any reservations.

2.4. In the event that the downloading, recording (including to computer memory), installation of the Program is carried out directly by the Rights Holder (or another third party) acting on behalf of the User, any actions of the Rights Holder (or other authorized person) aimed at accepting the Agreement are equated to the actions of the User for unconditional acceptance of the terms of the Agreement.

2.5. Downloading, recording (including to computer memory), installation, launching, or any other commencement of use of the Program signifies the User's full agreement to all the terms of the Agreement and its proper conclusion. In case of disagreement with any of the terms of the Agreement, the User undertakes not to use the Program and to delete all its components from their computer (computer).

3. INTELLECTUAL PROPERTY AND TRADEMARKS

3.1. The Program is the result of the intellectual activity of the Rights Holder.

3.2. The algorithms of the Program's operation and its source code (including their parts) are the trade secrets of the Rights Holder. Any use of them or the Program in violation of the Agreement is considered a violation of the Rights Holder's rights and is sufficient grounds for depriving the User of the rights granted under the Agreement.

3.3. The User is not granted rights to use trademarks, service marks, means of individualization, or the trade name of the Rights Holder and/or its partners.

3.4. To protect intellectual property rights and restrict the use of the Program, the Rights Holder uses various technical protection measures.

4. TERMS OF USE AND RESTRICTIONS

4.1. The Rights Holder grants the User a License on the terms defined by the Agreement.

4.2. The Program is not transferred on a material carrier; the transfer is carried out electronically by the User's self-installation.

4.3. The User may not violate the requirements and recommendations contained in the user documentation for the Program.

4.4. The User may not copy, distribute the Program in any form, including as source code, in any way, including renting/leasing. The User is not allowed to use the Program in any way if such use contradicts or leads to a violation of the Agreement.

4.5. The Rights Holder grants the User the right to use the Program only worldwide (excluding the Russian Federation) on the terms and conditions provided for in the Agreement.

5. LICENSE AND TERMS OF ITS VALIDITY

5.1. 5.1. The License implies the use of the Program under the following conditions:

5.1.1. Installation, reproduction of one copy of the Program for its intended purpose on one User device.

5.1.2. Configuration of the Program in accordance with the declared functional capabilities in the user documentation.

5.1.3. The listed methods of use do not diminish other ways of using the Program, which are not explicitly mentioned but are implied by the nature of working with the Program.

5.2. By using the License, the User unconditionally agrees to use the Program "as is" (clause 8.1 of the Agreement).

5.3. The use of the Program by other means not defined by the Agreement is not allowed without the written consent of the Rights Holder, as well as the transfer of the right to use the Program to anyone else. In all cases of malfunctioning or improper functioning of the Program caused by the actions or inaction of third parties, the operation of third-party services and software provided by third parties, as well as for any losses incurred by the User in connection with this, the Rights Holder shall not be liable.

6.   TECHNICAL SUPPORT

6.1. Unless otherwise agreed by the Parties, technical support is provided on the terms and in the scope determined by this section of the Agreement.

6.2. Technical support for questions related to the use of the Program (including downloading, recording (including to computer memory), installation, updating, configuration, adaptation, as well as consultations, etc.) is not provided. Answers to questions related to the use of the Program can be obtained from the user documentation posted on the website - https://helpdesk.bitrix24.com/.

6.3. Any requests/applications from the User related to installation, updating, configuration, adaptation of the Program to the User's needs, as well as consultations on the use of the Program, are carried out on a paid basis.

7.   WARRANTIES AND REPRESENTATIONS

7.1. The Rights Holder guarantees that it has all the rights to the Program necessary to conclude the Agreement.

7.2. The User guarantees that they will use the Program properly.

7.3. The User understands that the Program is not sold but rather rights to use it are transferred.

7.4. The User undertakes not to use the means of individualization belonging to the Rights Holder (except for purposes of authorized use), as well as other objects of intellectual property belonging to the Rights Holder, in particular: the trade name, trademark right, corporate identity, design, etc.

7.5. The User agrees to the collection by the Rights Holder of anonymized statistics during the use of the Program, including information about the usage patterns and frequency, the nature and frequency of operations performed, information about selected settings and configurations when using the Program, information about errors and failures (including hardware). The information will be automatically generated and systematized and will be sent to the Rights Holder.

7.6. The User understands that if the Program is linked to an external database, the Rights Holder may update and modify the Program, databases, and perform technical work to improve their performance. In this case, the User acknowledges the temporary loss of the Program's operability during such updates (technical work).

8.   LIMITED WARRANTY

8.1. The Program and its user documentation are provided to the User in accordance with the internationally accepted principle of "as is," meaning that the Rights Holder is not liable for issues arising during the downloading, recording (including to computer memory), installation, updating, configuration, adaptation, and operation of the Program (including compatibility issues with other software products, packages, drivers, etc.; issues arising from ambiguous interpretation of accompanying documentation; discrepancies between the results of using the Program and the User's expectations, etc.). The Rights Holder does not guarantee that all functional capabilities of the Program will meet the User's expectations or be applicable for any specific purpose. The Program may be installed without all or part of demo products, as well as photos of products.

8.2. If errors are discovered during the use of the Program, the Rights Holder will take measures to correct them as soon as possible and/or release a new, corrected version of the Program. The Parties agree that the exact timeframe for error correction cannot be established, as the Program closely interacts with other third-party computer programs, the operating system, and hardware resources of the User's computer, and the functionality and time for addressing issues do not depend solely on the Rights Holder. Upon discovering such errors, the User must send a signed and stamped letter to the Rights Holder at the mailing address specified in the "Contact Information of the Rights Holder" section. The letter must be sent by registered mail with a list of enclosures, containing a detailed description of the identified errors with accompanying evidence on a tangible information carrier. Failure to comply with this method of reporting will result in the non-consideration and non-satisfaction of error claims.

8.3. The Rights Holder does not initiate or control the User's placement of information during the use of the Program, does not influence its content and integrity, and at the time of placing such information, is not aware of and cannot know whether it violates the legally protected rights and interests of third parties or international treaties.

9.   LIABILITY

9.1. Violation of the terms of the Agreement, including the violation of the intellectual property rights of the Rights Holder, entails liability as provided by law.

9.2. The User is liable, as provided by law, for actions aimed at bypassing technical protection measures, as well as for the dissemination of methods for bypassing such protection measures.

9.3. In case of violation of the Agreement by the User, the Rights Holder has the right to block or temporarily restrict such User's access to the Program.

9.4. The liability of the Rights Holder is limited to actual damages only; lost profits are not subject to compensation. In any case, the amount of the Rights Holder's liability cannot exceed the amount of the license fee paid by the User for the Program.

9.5. Under no circumstances shall the Rights Holder be liable for direct, indirect, punitive, special, or incidental damages (including, in particular, losses resulting from business interruption, contract loss, revenue, data, information, or production interruption), regardless of the cause and nature of liability, as a result of the use or inability to use the Program, unauthorized access or alteration of User messages or data, any received or sent information, inability to retain data, data loss, file loss or damage, loss or damage to content, any services provided through the Program, which are delayed or interrupted.

9.6. The Rights Holder does not guarantee the operability of the Program in case of changes in the source code, incorrect configuration of the Program, use of improper equipment, etc.

9.7. The Rights Holder does not guarantee subsequent updates to the Program; however, if possible, measures will be taken for this purpose.

9.8. The Rights Holder does not guarantee uninterrupted operation of the Program and proper installation of additional components, as well as new versions (updates), including in cases where the User changes the source code, components, or structure of the Program database.

9.9. The User agrees to acknowledge the possible risk of loss of settings, changes obtained as a result of adaptation, during subsequent updates of the Program, and undertakes to take all reasonable measures to prevent the loss of important information independently.

10. FINAL PROVISIONS

10.1. The agreement is governed by the legislation of the United Arab Emirates (applicable law).

10.2. In the event of a User's breach of the agreement's terms, the Rights Holder has the right to unilaterally terminate the agreement. Upon termination of the agreement, the User must cease using the Program completely and destroy all copies of the Program installed on the User's computers, including backups and all components of the Program.

10.3. The User has the right to terminate the agreement at any time by completely removing the Program.

10.4. The Parties undertake, throughout the term of the agreement and for two years after its termination, to ensure the confidentiality of information about its terms, as well as any information about the Programs received or become known to the Parties in connection with the conclusion and execution of the agreement.

10.5. The User grants the Rights Holder the right to use the User's name/title (including links to the website where the Program is used) for public or non-public demonstration of the result and/or fact of the User's use of the Program.

10.6. The agreement also applies to all new versions (updates) of the Program provided to the User, unless the User is offered to review and accept an addition to the agreement or a new agreement when updating the Program.

10.7. The Rights Holder has the right to update and modify the terms of the agreement unilaterally by posting the corresponding editions of the agreement on the Internet at the address: https://krayt.biz/documents/ and in the new version or update of the Program, which is acknowledged by the User as proper notification. If the User does not take advantage of the right to install a new version or update of the Program, the terms of the updated agreement posted on the Internet at the address specified above shall apply to the User. In the event of a conflict between the editions of the agreement posted in the Program distribution and on the Internet at the address: https://krayt.biz/documents/, the version posted on the Internet takes priority.

10.8. The User undertakes to independently monitor changes to the agreement by periodically reviewing the current edition, at least once a month. The User is solely responsible for any consequences arising from failure to review the agreement. Continued use of the Program after the agreement has been amended signifies the User's acceptance and consent to such changes.

10.9. The Rights Holder has the right during the term of the License to conduct an audit of the Program usage to verify compliance with the license terms, without interfering with the User's business activities, and also to request reports on usage. The User undertakes to provide the necessary assistance to the Rights Holder in conducting such an audit.

10.10. In the event that a competent court declares any provisions of the agreement invalid, the agreement shall continue to be valid in the remaining part.

11. CONTACT INFORMATION OF THE COPYRIGHT HOLDER

KRAYT – FCZO,
a company incorporated under the laws of the United Arab Emirates,
registered under License 23962
at IFZA Business Park, DDP, 001 – 23962, Dubai, United Arab Emirates.