



Terms and Conditions Port-IT Antivirus

The use of NOD32 Antivirus (the "Software") provided by Port-IT ("Port-IT Antivirus") is subject to these terms and conditions. By downloading, copying or otherwise using the Software, you hereby acknowledge that you have read these terms and conditions. You represent that you (a) are of legal age and capacity and are fully qualified to contract on these terms and conditions; or (b) have received your parents' (or, if applicable, your guardians') consent to use the Software on these terms and conditions.

General

1. The Software is open to all Users who possess a Port-IT Antivirus subscription.
2. Users who have an existing Port-IT access account may apply for the Software online at <http://www.port-it.nl>. Users who do not have an existing Port-IT access account but desire to apply for the Software, must first obtain a Port-IT access account through on-line, mail-in or fax-in applications.
3. Port-IT is merely distributing and/or reselling the Software, including any User Documentation on behalf of third party manufacturers and accordingly shall not be liable for any claims, damages and expenses or losses arising from or in connection with the use or inability to use the software and/or equipment supplied by Port-IT including any loss (whether direct, indirect, incidental, special, or consequential loss including loss of profit, revenue, anticipated savings or business, data or goodwill, value of any equipment including software, claims of third parties and costs and expenses associated with or incidental to any of the foregoing).
4. Port-IT can not be held reliable if you do not receive your virusupdates because of a flaw in your communication system. Also is Port-IT not reliable when the users does not install its received virus updates in the correct mirror on the harddrive.
5. The User shall pay the subscription fees at the applicable rate as indicated by Port-IT or such other rates as may be prescribed by Port-IT from time to time and notified to User.
6. There is a minimum subscription period for one year of this Software unless otherwise stated in your promotion. Should you terminate your account prematurely, you are liable to pay for your subscription charges for the remaining period.
7. All charges will be billed directly to the customer. All fees and charges in respect of the Software are subject to goods and services tax and do not include Internet access subscription charges and other fees chargeable by your maritime airtime provider or other third parties. All such fees shall be for your account.
8. Under normal circumstances, Users can expect the Software to be activated within 1 working day of acceptance of application. However, activation may be delayed due to technical or other reasons. Port-IT shall not be liable for any such delay.
9. Port-IT reserves the right to amend these terms and conditions (including, without limitation, the charges and fees herein stated) at any time from time to time and such amended terms and conditions shall be binding on the User upon such amendment coming in to effect in accordance with the provisions of the General Terms and Conditions.
10. The Software is provided by Port-IT on the basis that you will bear full responsibility for the use and management of your installation.
11. The Software is provided on an "as is" and "as available" basis. In particular, Port-IT makes no warranty that (a) the Software will meet your requirements (b) the Software will be uninterrupted, timely, secure or error-free, (c) the results that may be obtained from the use of the Software will be accurate or reliable, and (d) any errors in the Software or any information pertaining thereto will be corrected. Without prejudice to the foregoing, Port-IT expressly disclaims all warranties of any kind, whether express or implied or statutory, including, without limitation, any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement (other than any warranty the exclusion of which is not lawful under dutch law).
12. You shall maintain the security and confidentiality of any password, code or other information intended by Port-IT to be kept confidential which is issued by Port-IT to you in connection with the Software.

13. Without prejudice to any indemnification provisions in favour of Port-IT as provided herein, you shall indemnify and hold Port-IT harmless at all times against all actions, claims, proceedings, costs (including legal costs incurred by Port-IT in defending such actions, claims or proceedings), expenses, demands, liabilities, losses and damages including, without limitation, indirect, incidental, special, consequential, exemplary and/or pecuniary losses howsoever arising which Port-IT may sustain, incur, suffer or pay arising out of or in connection with your use or misuse of the Software and/or any other of your acts or omissions.

14. The disclaimers and limitations on liability set forth in these terms and conditions represent a fair and reasonable allocation of the risks and benefits of the agreement between Port-IT and you, taking all relevant factors into consideration, including, without limitation, the value of the consideration provided by you to Port-IT and the availability and cost of insurance with respect to the said risks. You further agree that these disclaimers and limitations shall be enforceable to the fullest extent permitted by applicable law.

15. You agree to be bound by these terms and conditions (including any and all revisions or amendments thereto as may be made from time to time) for your present and future use of the Software.

16. In the event of any conflict or inconsistency between these terms and conditions and the General Terms and Conditions, such conflict or inconsistency shall, in the absence of any express provision to the contrary, be resolved in a manner most favorable to Port-IT.

Payment

17. The User undertakes to make full payment of all subscription and other charges and fees due to Port-IT from time to time.

Suspension

18. Port-IT may (but subject to any applicable laws, regulations or directions of any relevant authority) suspend the User's account and/or provision of the Software at any time, without limiting any other remedies available to it, when there is an abuse of the account with software. A reconnection fee shall be payable by the User should the User require the Software to be reactivated. Reactivation will be done after 1 working day from the time the reconnection fee is paid and will not be immediate.

Termination

19. Users who continue to fail to make full payment of all outstanding amounts despite being served with reminders may have their Port-IT accounts terminated without further notice, and shall be further liable to pay any premature termination charges applicable.

20. All notices to terminate the Software by the User must be sent to Port-IT by email, fax or post only. If the User terminates his account or the Software, the effective termination date shall be the 1st of the following month provided that Port-IT receives the termination request by the 25th of the current month.

21. If the User is in breach of any of these terms and conditions, Port-IT may at any time thereafter serve a notice upon the User to remedy the breach (if the breach is capable of remedy) within fourteen (14) days from the date of the notice. Upon the expiration of the said fourteen (14) day period, in the event the breach complained of has not been remedied satisfactorily, Port-IT shall be entitled to forthwith terminate the User's Port-IT account and/or provision of the Software without further notice, without limiting any other remedies available to Port-IT.

22. Without prejudice to Port-IT's right to suspend or terminate your Port-IT account or your subscription of the Software conferred by law or any other provision of these terms and conditions, Port-IT shall have the right to terminate or suspend your Port-IT account, your use of the Software or your subscription of the Software: -

(i) if you are involved in any illegal or fraudulent activity in connection with your use of the Software or your Port-IT account; and

(ii) if any agreement between Port-IT and any of its partners, suppliers, vendors or licensors for the continued use of any equipment or software in connection with, or any permission, consent or approval relating to the use or supply of the Software is terminated for any reason whatsoever, and you agree that Port-IT shall not be held responsible in any way for the deletion or loss of any of your data pursuant to such suspension or termination.

23. Port-IT shall also be entitled to terminate the User's account when the user is in struggle with these terms and conditions.

24. Port-IT can not be held responsible for any misuse of the software and shall not refund more than 70% of the license costs to a customer when the system isn't working as expected.