

Web Pro Tournament Manager Software End-User License Agreement



All users of Web Pro Tournament Manager services, and all customers upon signing up for Web Pro Tournament Manager services, agree to comply with The Web Pro's License Agreement.

The License Agreement is not exhaustive and The Web Pro Miami, Inc. reserves the right to add, delete, or modify any provision of its License Agreement at any time without notice, effective upon either the posting of the modified License Agreement to www.webprotournamentmanager.com or notification of the modified License Agreement. Any complaints about a customer's violation of the License Agreement should be sent to our Support Department. The License Agreement supersedes any other agreement with The Web Pro Miami, Inc., whether written, oral, by conduct, or otherwise.

The following License Agreement applies to ALL purchasers of ANY Web Pro Tournament Manager service, system or software:

This Agreement expresses the terms and conditions for use of the services, systems, software programs and associated documentation, if any, which Web Pro Tournament Manager, under The Web Pro Miami, Inc., is making available to you with this Agreement, collectively known as "the Software". This Agreement should be carefully reviewed prior to installation of the Software. Furthermore, any use of the Software, whether installing, copying or otherwise, constitutes acceptance of and agreement with the terms of this license agreement by you and your company (collectively, "you"). THIS AGREEMENT IS A LICENSE AGREEMENT THAT GIVES YOU LIMITED RIGHTS TO USE THE SOFTWARE AND NOT AN AGREEMENT FOR SALE OR FOR TRANSFER OF TITLE. THE AUTHOR RETAINS ALL RIGHTS NOT EXPRESSLY GRANTED BY THIS AGREEMENT. The author forbids, under any circumstances, the unauthorized reproduction of the Software or use of illegally obtained software. Making illegal copies of the Software is prohibited. Individuals who violate copyright law and software licensing agreements may be subject to criminal or civil action by the owner of the copyright.

1. LICENSE GRANT

Upon the terms and conditions of this Agreement, The Web Pro Miami, Inc. grants you an exclusive, non-transferable license to use the Software on a computer server for the duration of the license, if applicable, and only for purposes of operating a website presence for your tournament on the Internet.

2. PROPERTY RIGHTS AND RESTRICTIONS

2.1 Ownership. The Software and all modifications or enhancements to it, or derivative works based on the Software, whether created by The Web Pro Miami, Inc./Web Pro Tournament Manager or you, and all copyrights, patents, trade secrets, trademarks and other intellectual property rights protecting or pertaining to any aspect of the Software or any such modification, enhancement or derivative work, are and shall remain the sole and exclusive property of The Web Pro Miami, Inc. This Agreement does NOT convey title or ownership to you, rather it gives you, for the duration of the license, if applicable, only the limited rights set forth in this Agreement.

2.2 Limited Rights. Pursuant to this Agreement, you may: a) use the Software on one domain only, for purposes of running one website presence only, with the provision that you must provide The Web Pro Miami, Inc. with exact URL (Unique Resource Locator) of the website you install the Software to; b) modify the unencrypted portions of the Software and/or merge them into another program on that one domain; c) transfer the Software and license to another party if the other party agrees to accept the terms and conditions of this Agreement and as long as the original domain of installation does not change.

Except as expressly set forth in this Agreement, you have no right to use, make, sell, lease, license, sublicense, modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, decompile, transfer, copy, reproduce or interfere, or attempt to interfere, with either the original or any copies of the Software in any way for any reason or to permit anyone else to do so. You may not allow any third party to use or have access to the Software. It is illegal to copy the Software and install that single program for simultaneous use on multiple machines. Further, you will not knowingly introduce into or transmit through the Software any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design or engage in or allow any action involving the Software that is inconsistent with the terms and conditions of this Agreement.

2.3 Proprietary Notices. You may not remove, disable, modify, obscure, alter or tamper with any copyright, trademark or other proprietary rights notices and legends affixed to or contained within the code of the Software.

2.4 Confidentiality. The Software and the templates contain valuable trade secrets and proprietary information belonging to The Web Pro Miami, Inc. You must keep confidential and protect from unauthorized disclosure all that program code, all templates and all information that The Web Pro Miami, Inc. expressly designates as confidential or that you reasonably should understand to be confidential or proprietary.

2.5 Internet Etiquette, Rules and Restrictions. You are expected to be familiar with and to practice good Internet etiquette and, if applicable, to comply with the rules appropriate to any network to which The Web Pro may provide access. You should not post, transmit or permit Internet access to information you desire to keep confidential. Further, you are not permitted to engage in spamming, mail bombing, spoofing or any other fraudulent, illegal or unauthorized use of the Software, including the posting of any material that is illegal, libelous, tortuous, indecently depicts children or is likely to result in retaliation against The Web Pro by offended users. You are, as well, ultimately responsible for the actions of your clients over the The Web Pro network, if applicable, and will be liable for illegal material posted by your clients. The Web Pro reserves the right to refuse or terminate your license, without compensation and at any time, for violation of this section and to cooperate fully with any criminal investigation thereof.

3. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

3.1 We warrant that the Software will substantially operate as described in the applicable program documentation for one (1) year after it is installed on your website. If ordered, technical support can be provided based on the then current policies for the applicable services requested. This Software is provided "as is" and these warranties do not guarantee that the Software will perform error-free or uninterrupted, or that we will correct all program errors. These warranties are exclusive and take the place of all other express or implied warranties or conditions including warranties or conditions of merchantability, satisfactory quality and fitness for a particular purpose. If we cannot substantially correct a breach of our warranties, in a commercially reasonable manner, you may, with written notice to The Web Pro Miami, Inc., end your program license at that time. This is your exclusive remedy.

4. LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, incidental, special, punitive or consequential damages, or any loss of profits, revenue, data or data use. Our maximum liability for any damages, whether in contract or tort, will not exceed the fees which you have paid to us or are payable to us for this order, and if such damages result from your use of the Software or technical support, the liability shall be limited to the fees paid or payable for the Software or technical support.

5. TERM

The license is effective until terminated. You may terminate it at any other time by deleting the Software together with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to delete the Software together with all copies, modifications and merged portions in any form. You must provide proof of the above mentioned deletion upon request of The Web Pro Miami, Inc. or its authorized representatives.

6. GENERAL

You may not sublicense, assign or transfer the license or the Software except as expressly provided in this Agreement. Any attempt to otherwise sublicense, assign or transfer any of the rights, duties or obligations hereunder is null and void. This Agreement is governed by the laws of the United States and the State of Florida. This Agreement is the entire agreement between you and The Web Pro Miami, Inc. and supersedes any other communications, oral or written, or advertising with respect to the Software and documentation. If any provision of this Agreement is declared void or unenforceable, or otherwise held invalid, by any judicial authority, this shall not nullify the remaining provisions of the Agreement which shall remain in full force and effect. No provision hereof shall be deemed waived or modified except in a written addendum signed by an authorized representative of the Company.

7. SUPPORT

Technical support and setup assistance is included free-of-charge with, and limited only to, the first tournament record within your software. Further support is available by request for an additional fee for any tournament record(s) thereafter.

8. CONTACT INFORMATION

Should you have any questions concerning this Agreement, or if you desire to contact Web Pro Tournament Manager or The Web Pro Miami, Inc. for any reason, please call: (786) 273-7774; or write: 615 Santander Ave, Unit C, Coral Gables, FL 33134, or visit us on the web at <http://www.thewebpro.com>.