

SWEDISH WEBINAR FOR PSYCHOLOGISTS LICENSE

The "Software"

1. ATTENTION!

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE REGISTERING FOR THIS WEBINAR. **REGISTERING MEANS YOU ACCEPT THESE TERMS AND CONDITIONS AND UNDERSTAND THAT THEY WILL BE LEGALLY BINDING ON YOU, ANY END USER, AND THE COMPANY.** IF YOU DO NOT AGREE WITH THEM, OR DO NOT WANT THEM TO BE BINDING ON YOU, YOU SHOULD NOT REGISTER.

2. OWNERSHIP

It is hereby understood and agreed by you that Dr. Valerie L. Gaus, Ph.D., with offices at 64 East Gate Dr., Huntington, New York 11743-5109 (LICENSOR) is the owner of all right title and interest to the Program (PROGRAM) recorded and published on MOODLE and all subsequent copies thereof, regardless of the media or form in which the original disk or copies may exist or be accessed. You as licensee (LICENSEE) through your purchase of this product via Webinar registration do not acquire any ownership rights to the Program. The Licensee owns the *Disk / CD-ROM / DVD, if one is provided*, on which the Software is recorded, but the Licensor retains ownership of all copies of the Software itself. The Licensee assumes sole responsibility for the installation, use and results obtained from use of the Software.

3. LICENSE

A. In consideration of the payment of a license fee via Registration for the Webinar, which is a percentage of the price paid by Licensee for this product, Licensor hereby grants Licensee a nonexclusive right to use and display this copy of the Program on a *single* computer on a *single* video screen at a *single* location, in the case of cloud computing, the Registrant may access on more than a single computer, however, not simultaneously, and there may never be more than one copy on any of the computers at any given time, which is not inconsistent with the United States Copyright laws and international conventions that the United States has signed on to

B. Make one copy in machine-readable form solely for backup or archival purposes for the computer which the Software is installed. The Software is protected by copyright law. As an express condition of this License, the End-User must reproduce on the copy Licensor's copyright notice and any other proprietary legends on the original copy supplied by Licensor.

C. All rights not expressly granted are hereby reserved by Licensor.

4. TERM

A. The license is effective until terminated. Licensee may terminate it at any time by destroying the Program together with all copies thereof.

B. This license will terminate upon conditions set forth elsewhere within this Agreement or if Licensee fails to comply with any term or condition of this Agreement. In such event, no notice shall be required by Licensor to effect such termination.

C. Upon termination of this agreement, Licensee agrees to destroy the Program together with all backup copies, modifications, printed or written materials, and merged portions in any form, or return same to Licensor at Licensee's expense.

5. RESTRICTIONS ON USE

A. Licensee may physically transfer the Program between computers provided that it is used on only one computer at any given time.

B. Except for the initial loading of the Program on a hard disk or for archival/backup purposes as provided for above, Licensee shall not, without Licensor's express written consent:

1. Copy or reproduce the Program;
2. Electronically transfer the Program through a LAN (local area network) or other network system or through any computer subscriber system or "bulletin board" system; or
3. Modify, adapt or create derivative works based on the Program or any accompanying materials.

6. RESTRICTIONS ON TRANSFER

A. Licensee *may not* transfer the Program and this license to another party *regardless of whether or not* the other party agrees to accept the terms and conditions of this Agreement, absent express prior written consent.

B. Licensee shall not sublicense, assign, or transfer the license or the Program except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder renders this license VOID.

7. UPDATES

In the event that upgraded versions of the Program are developed, Licensor may, at its discretion, make such updates available to those Licensees that have registered and paid any required fees, and returned the original Product to Licensor, where necessary.

8. LIMITED WARRANTY

A. Licensor warrants that the Webinar on which the Program is furnished to be free from defects in materials and workmanship under normal use for the duration of the seminar, as evidenced by your receipt. No oral or written advice or information given by Licensor, its dealers, distributors, employees or agents (whether actual or apparent) shall in any way extend, modify or add to the foregoing warranty.

B. Licensee shall assume responsibility for the selection of the Program and for the installation, use, and results obtained from the Program.

C. To the best of Licensor's knowledge, your use of the Software in accordance with its printed documentation will not, in and of itself, infringe any third party's copyright, patent, or other intellectual property right.

D. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PROGRAM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAM WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE.

E. The entire risk as to the quality and performance of the Program is with you. Should the Program prove defective, you (and not Licensor) or an authorized personal computer dealer assume the entire cost of all necessary servicing, repair, or correction.

9. REMEDIES

A. Licensor's entire liability and Licensee's exclusive remedy shall be:

1. The replacement of the Webinar materials not meeting Licensor's "Limited Warranty" above and that is returned to Licensor or an authorized dealer with a copy of your receipt; or

2. If Licensor or the dealer is unable to deliver a replacement copy of the Webinar materials that are free of defects in materials or workmanship, Licensee may terminate this Agreement by returning the product and Program for a full refund of the purchase price.

B. To the extent permitted by applicable law, in no event will Licensor be liable for any damages, including but not limited to, lost profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use such program even if Licensor or its authorized dealer has been advised of the possibility of such damages, or for any claim by any other party.

10. QUESTIONS

All questions concerning this Agreement *must* be directed to Dr. Valerie L. Gaus, Ph.D., *Customer Support Division*, 64 East Gate Dr., Huntington, New York, 11743-5109, United States of America, or by visiting www.drvaleriegaus.com.

11. JURISDICTION AND DISPUTES

A. This Agreement and the Limited Warranty shall be governed by the laws of the State of New York.

B. All disputes hereunder shall be resolved in the applicable state or federal courts of the State of York. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

12. INTEGRATION

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements, oral or written, between the parties, and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

13. **TAXES AND OTHER CHARGES.** LICENSEE shall be responsible for paying all (i) sales, use, excise, value-added, or other tax or governmental charges imposed on the licensing or use of the Software or Documentation hereunder, (ii) freight, insurance and installation charges, and (iii) import or export duties or like charges where applicable, directly to the government.

LICENSEE HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

You may click the “I agree” box within the online registration form.

-OR-

If you prefer, you can print this form, sign it below and email it to the instructor as a PDF attachment.

Licensee (Print Last name, First Name)

Licensee's Signature

Date

Licensee's mailing address (house/apt street, city, state, country) address)

Licensee's Telephone

Licensee's e-mail address

