



## End User Software License Agreement

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### Terms & Conditions

#### 1. Definitions

- a. **Nutraid** software ("Nutraid") is a product of Liberty Software LLC. WY, USA ("The company") including ownership of all its intellectual property rights and all software users must first agree to be bound by the terms and conditions as stated below.
- b. **Services** rendered by The company to the Customer include the provision and use of Nutraid software for the instant calculation of nutritional values, and other food product labeling information. The company does not claim to be experts in nutritional advice and cannot offer help to that effect. The company shall make its best effort to provide reasonable technical support.
- c. **The Customer** is an individual, partnership or corporate body who agrees to register with Nutraid and agrees to be bound by its terms and conditions of trade at all times either acting as an individual or an authorized representative of a partnership or a corporate entity.
- d. **The User** shall mean that named person who is authorized to accept on behalf of the Customer all responsibilities and obligations contained in this agreement.

#### 2. Customer Confidentiality

- a. The company shall not disclose the Customer's recipes, sub-recipes, Customer's ingredients or personal or business data to any third party and will not use this data for its own use. The company agrees to store the Customer's data securely so that it cannot be accessed by other users or customers of Nutraid.
- b. The company undertakes to encrypt all customer recipes so that they can only be accessed by the Customer.
- c. The company accepts no responsibility for the use by other customers of the Customer's recipes in the event that they are within the public domain or become available to the public or is independently developed by a third party customer without access to the original customer's data.
- d. The company shall be entitled to use and provide access to the Customer supplied by the Customer for its own manufactured products which the Customer agrees to transfer to Nutraid for inclusion in its database and for access by other users provided that The company shall not divulge any of the Customer's recipes or otherwise identify the Customer in connection with such access.
- e. If a third party uses any proprietary information in breach of this section then the Customer shall have the right to seek injunctive relief to prevent further use of the data being acknowledged by the parties that a remedy in damages is inadequate.

### 3. Conditions and responsibilities

- a. The company shall provide help with technical issues arising from the use of its online software.
- b. By registering with Nutraid, the Customer agrees to be responsible for the actions of its Users. The company shall use reasonable efforts to provide the Customer and Users access to its services.
- c. The Customer will not abuse, adulterate or alter the software in any way whatsoever and will not discover its source codes or copy its workings or structure, take copies from its data base or in any way seek to re-create the software, or use the software as a service to offer to third parties who are not party to these terms and conditions. The Customer shall not copy any of the ideas, features, functions or services offered by this website or in any way attempt to copy, rent, re-sell, distribute, lease or transfer rights for their own personal gain for which The company has ownership of the intellectual property rights which embrace all aspects of the software.
- d. The company shall not be responsible for irrecoverable loss of data, intentional or accidental deletion of a recipe or data, data loss arising from computer viruses or corrupt hardware.
- e. The Customer represents, covenants, and warrants that the Customer will use the Services only in compliance with these terms and conditions and only in compliance with all applicable laws (including but not limited to policies and laws related to spamming, privacy, obscenity or defamation).
- f. The Customer hereby agrees to indemnify and keep indemnified The company against any breach of these terms and conditions by way of damages, losses, liabilities, settlements and costs (including without limitation all legal and expert fees incurred by The company) in any claim or action that arises from an alleged violation of the foregoing terms and conditions or any other breach of this Agreement, or otherwise arising from the Customer's use of the Services, or as a result of alleging that the Customer data infringes the intellectual property rights of, or has otherwise harmed those of either The company or a third party. The company may, at its discretion remove any such content or immediately prohibit or terminate the use of the services by the Customer. The company accepts no responsibility for the accuracy or quality of customer data entered into this database and undertakes to use its best endeavors not to either negligently or intentionally enter incorrect data into the database.
- g. The Customer agrees to abide by Nutraid's Privacy Policy as found in this website. Including the usage of Cookies.
- h. The Customer acknowledges that in providing the services The company may, at its discretion, utilize certain trade names, domain names, product and service names and other technology which is owned or licensed to them and which the Customer must respect and comply with failing which The company reserves the right to terminate the Customer's use of its services and The company shall have the right to immediately terminate the Customer's use of the services in respect of any disclosed or anticipated breach of the terms of this agreement.

#### **4. Payment of Fees**

- a. All payments will be done via debit card, credit card or PayPal.
- b. The company reserves the right not to give any refund to customers wishing to cancel or downgrade their credit plan. This does not affect statutory rights.

#### **5. Termination**

- a. The company shall be entitled to terminate the Customer's use of the services in circumstances where The company believes that the Customer is in breach of the terms and conditions without any liability to The company.
- b. The Customer may terminate their account with Nutraid at any time. In the event of termination no refund shall be given to the Customer for any unused credits.
- c. Termination of the Agreement may only be given by the Customer writing by email to The company and termination will only be effective when The company acknowledges receipt of the email.
- d. Where the Customer has used up all his/her credits or his/her subscription period has finished, and has not re-purchased additional credit or subscription time, Nutraid shall keep the Customer's account active for 12 month after which time the Customer's account will be terminated and all his/her recipes and sub-recipes will be deleted from The company servers.
- e. The company reserves the right to terminate any account that has been inactive for more than a year.

#### **6. Warranty and disclaimers**

- a. The company shall make reasonable efforts to upkeep and maintain a level of service that is consistent with prevailing industry standards subject to minor errors and interruptions. Services may from time to time be interrupted by the need for program maintenance, updates and improvements or due to circumstances beyond the control of The company. The company shall make reasonable efforts to notify Customers in advance of such actions.
- b. The company draws nutrition information from various reliable data sources including the database provided by UK Food Standards Agencies, approved industry standard database namely McCance and Widdowson and the United States Department of Agriculture (USDA), in addition to Nutraid's additional entries. The company also draws data from other worldwide data sources and from specialist products produced by third parties. The company accepts no responsibility for the accuracy of any data in its database. . The company takes data from an ingredient created by the Customer at 'face value' and will include the data into the calculation of recipes of the Customer.
- c. The Customers must use their own skills when using the software and checking its accuracy, The company accepts no liability for the results derived from the Customer's entries onto the service.

- d. No warranty is given by The company to the Customer that the Services or any component thereof is free of error or that the Services meet any of Customer's specific requirements.
- e. The company does not hold itself out as an expert in any particular circumstance. Advice provided by The company may not be current and may not be relied upon. The Customer is expressly advised to obtain appropriate expert advice relevant to the Customer's particular circumstances
- f. The company makes no warranty that the results generated by the Services will be free from error. Before relying on the results generated by the Services in any circumstance, the Customers should evaluate for themselves the accuracy, completeness and relevance of the results for its purposes.
- g. The Customer agrees by signing these terms and conditions that they understand that food composition data is derived from an average of nutrient values from samples. The nutrient composition of foods and ingredients can vary substantially over different batches and The company cannot give any warranty and give no warranty in respect of the accuracy of the information provided and that there are numerous factors including difference in brands and products, seasonal changes, processing practices and ingredient sourcing that can and do affect the results.

## 7. **Limitation of liability**

- a. The company and the customer both agree that the terms and conditions are fair and reasonable and that in the event that any of the terms and conditions are found to be unreasonable or unenforceable at law then the parties agree that a court of competent jurisdiction shall be authorized to re-write or delete such terms so that the terms and conditions are deemed to be fair and reasonable as between the parties.
- b. The company and its representatives, licensors, partners, distributors and employees shall have no responsibility or liability to any customer or any third party with respect to any subject matter of this agreement or in respect of its terms and conditions relating thereto under any contract either in negligence, strict liability or other cause of action for (1) any error or interruption of the use or for loss or inaccuracy or corruption of data or the cost of procurement of substitute goods, services, data or technology or for loss of business; (2) for any direct or indirect, exemplary, incidental, special or consequential damages arising out of such alleged breach howsoever arising; (3) for any matter that is beyond the actual or reasonably foreseeable control of The company, including in particular in circumstances where The company has been advised of the possibility of such loss or damage; or (4) for any amount that, together with the amounts associated with all other claims, exceeds the fees paid by customer to The company for the services under this agreement in the three months prior to the act giving rise to the liability.

In the event that any term of the agreement is deemed to be invalid or unenforceable in law then the exclusion of that clause shall not render the remainder of the terms and

conditions void.

- c. The terms and conditions constitute the entire terms and conditions as between The company and the customer and that no other contrary terms and conditions shall be incorporated in the contract of supply between the parties.
- d. The company shall not be liable for any direct or indirect damage, death, personal and/or bodily injury and/or any other loss whether direct, indirect, incidental, consequential or otherwise, based on a claim that the service was incorrect, to any customer or third party using the software.

## 8. **Governing Law**

- a. The parties agree that the federal or state courts in the United Kingdom shall have exclusive jurisdiction to hear any dispute under this Agreement.

## 9. **Rights to Change Terms and Conditions**

- b. The company reserves the right to alter its terms and conditions without prior notification to the Customer.