

Terms And Conditions

1. PROVISION OF SERVICES AND DISCLAIMER

1.1 The Customer agrees that this "Dreamoc Fusion" firmware is provided "AS IS", at no cost to the Customer and is used by the Customer at its own risk.

1.2 Realfiction ApS makes no representation or warranty of any kind, express, implied, or arising by law, regarding the application, the services, or any other items under this agreement.

1.3 The Customer agrees that Realfiction ApS can terminate the program, and the support thereof, without notice at Realfiction ApS's sole discretion.

2. LIMITATION OF LIABILITY

2.1 Realfiction ApS shall not be liable for any loss or damage of whatsoever nature suffered by the Customer arising out of or in connection with any act, omission, misrepresentation or error made by or on behalf of the Customer or arising from any cause beyond Realfiction ApS's reasonable control.

2.2 Realfiction ApS is not liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by the Customer or for any wasted management time, failure to reconstitute data, failure to make anticipated savings or liability of the Customer to any third party arising in any way in connection with this Agreement or for any liability of the Customer to any third party, or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.

2.3 No matter how many claims are made and whatever the basis of such claims, Realfiction ApS's maximum aggregate liability to the Customer under or in connection with this Agreement or any other agreement between the parties or any software related to this Agreement, in respect of any direct loss (or any other loss to the extent that such loss is not excluded by clauses above or otherwise) whether such claim arises in contract or in tort shall not exceed a sum equal to the Service Fee charged for access to the beta program.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 Without prejudice to the Customer's rights in its own materials, the parties hereby agree that the Customer shall not acquire any Intellectual Property Rights whatsoever in respect of the Software, documentation and other materials used by Realfiction ApS in connection with or related to the provision of the Services hereunder.

4. LAW

This Agreement shall be governed by and construed in accordance with Danish law and the parties submit to the exclusive jurisdiction of the courts of Denmark.

