Mosa.
Mosa Pattern Generator - Terms of use

This document (together with the documents referred to in it) tells you the terms of use of the Mosa Pattern Generator and related plug-ins and/or add-ins. Please read these Terms of Use carefully before using the Software. By using the Software, you agree to be bound by these Terms of Use.

1. Definitions

1.1 In this document, "Mosa", "we" and "us" mean Koninklijke Mosa bv, a company incorporated under the laws of the Netherlands, registered with the commercial register under number 14600086, with its corporate seat at Meerssenerweg 358, 6224 AL Maastricht, the Netherlands; "Terms of Use" means these Terms of Use, which set forth the terms and conditions for the use of the Software; "Software" means both the Mosa Pattern Generator and the related plug-ins and add-ins jointly and individually; "Service(s)" mean(s) the service(s) offered or supplied by Mosa through the Software; and "User" and "you" means a natural person or legal entity that uses the Software.

2. Privacy

2.1 We may use your personal data, for example information provided by you through the Software, by using the Software or in any other way, information about your use of the Software (log information) and (technical) information about your device. Such personal data may be collected and used to ensure proper performance of the Software, to provide the Services to you, to improve the Software and/or the Services and to contact you or provide you with relevant information with regard to (your use of) the Software and/or the Services.

2.2 In case and in so far we process any personal data of you, such data will be treated and processed in accordance with applicable personal data protection legislation. By using the Software and providing us with any personal data through the Software you agree to the processing of such data in accordance with these Terms of Use and applicable personal data protection legislation.

3. Applicability

3.1 These Terms of Use apply to the use of the Software and are applicable to the exclusion of any general terms used by the User. Different terms or conditions only apply if and in so far as they have been separately accepted by Mosa expressly for each individual agreement.

3.2 By using the Software (which also includes downloading and installing the Software) you accept these Terms of Use.

3.3 If the Software uses services of third parties, also any terms and conditions and or privacy policies of those third parties may apply. Mosa is not responsible or liable for the services and/or privacy policies of third parties.

3.4 Mosa has the right to revise and amend these Terms of Use from time to time.

4. Your status

4.1 By using the Software, you warrant that:
a. you are at least 18 years old; and
b. if you are a an individual, you are legally capable of entering into binding contracts; and
c. if you are using the Software on behalf of a legal entity, you are authorized to enter into and bind such entity to these Terms of Use.

5. License

5.1 Mosa hereby grants the User a non-exclusive, non-sublicensable and non transferable license to use the Software as available of the date of acceptance of this Terms of Use, subject to compliance with the terms and conditions of these Terms of Use and payment of any applicable license or user fees.

5.2 Without Mosa's prior written permission the User is not permitted to make the Software available to third parties, to sell or rent the Software to third parties, to decompile, reproduce, reverse engineer or modify the Software, or to (let others) remove or circumvent technical provisions intended to protect the Software.

5.3 Mosa at all times has the right to (i) discontinue the Software, temporarily or permanently; (ii) make procedural and or technical alterations and/or improvements to the Software; (iii) change or remove data or information; (iii) restrict the use of the Software or certain functionalities; and/or (iv) deny the User access and/or use of the Software in full or in part, temporarily or permanently and or by terminating the license.

6. Use of the Software

6.1 Each and every use of the Software is for your own risk and responsibility.

6.2 You may only use the Software for lawful purposes. You may not use the Software (i) in any way that breaches any applicable local, national or international law or regulation; or (ii) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent intent, purpose or effect.

6.3 After the User has downloaded the Software, the User may register through the Software. Only fully and truthfully completed registrations will be considered by Mosa. In case of any changes of registration details or other relevant data, the User shall update such data through the Software.

6.4 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you shall not disclose it to any third party. Mosa has the right to disable any user identification code or password, whether chosen by you or allocated by Mosa, at any time, if in Mosa's opinion you have failed to comply with these Terms of Use.

6.5 In order to be able to use the Software, the User shall for his own account provide for the necessary equipment, system software and (internet) connection.

6.6 If the User provides information, data and or other content ("Contribution(s)") through the Software, the User guarantees that the Contribution is complete, correct and up-to-date.

6.7 The User herewith grants Mosa a non exclusive, perpetual, free of charge, sublicensable and transferable license to use Contributions and acknowledges that Mosa is entitled to use and share aggregate business related information, including Contributions, not specifically identifying you or the legal entity on behalf of which you use the Software (i) to enable the User to use the Software; (ii) to provide and improve Mosa's Services through the Software; and/or (iii) for updating and/or further developing the Software.

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6.8 The User recognizes and acknowledges that the Contribution may be transferred to and used by third parties engaged by Mosa, including Mosa's cloud provider, in order to operate and/or manage the Software.

6.9 We will determine, in our discretion, whether there has been a breach of these Terms of Use. If a breach of these Terms of Use has occurred, we may take such action as we deem appropriate.

7. Liability

7.1 To the best of our ability, we will make efforts to provide the Software with due care. However, Mosa cannot guarantee that the Software will always be available or will always work without any interruptions, errors or defects, or that the information, the processing of information, designs, patterns, results of calculations, advice, settings and other results contained in the Software or provided by Mosa through the Software ("Information") is complete, correct, accurate and/or suitable for any intended purpose. Mosa will not be liable to you or any other party if for any reason the Software is unavailable at any time or for any period.

7.2 All Information is approximate only and is provided by Mosa by way of non-binding information. Mosa makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability or availability of the Information. Any reliance on the Information is at your own risk.

7.3 Mosa is not liable for (the accuracy of any) Contributions, information and other materials or communications that the User or others directly or indirectly post or provide through the Software. Mosa reserves the right to (announced or unannounced) remove any Contributions, information or other materials or statements that have been placed through the Software.

7.4 To the fullest extent permitted by the applicable law, Mosa hereby disclaims any liability and in no event shall Mosa be liable for any damage including, without limitation, direct, indirect or consequential damages including loss of revenue, loss of profit, loss of opportunity or other loss arising from the use of or the inability to use the Software including damages arising from inaccuracies, omissions or errors in the Software and/or the Information.

7.5 Mosa will not be liable or responsible for any inability to use the Software that is caused by events outside Mosa's reasonable control (a "Force Majeure Event"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation): (i) impossibility of the use of public or private telecommunications or electricity networks; (ii) legislation, regulations or restrictions of any government; and (iii) the non-delivery or late delivery of products or services to Mosa by third parties engaged by Mosa.

8. Intellectual Property Rights

8.1 The User recognizes and acknowledges that all intellectual property rights and/or similar rights to the (content and design of the) Software, including the underlying images, videos and audio clips, and the Information are owned solely and exclusively by Mosa and/or its licensors. The User hereby waives all intellectual property rights and/or similar rights that it may have on any creations and/or design resulting of the use of the Software.

8.2 The User will ensure that his use of the Software will in no way prejudice any rights and/or the good name and reputation of Mosa.

9. Notices

9.1 All notices given by you to us must be given to Mosa through Koninklijke Mosa bv, Meerssenerweg 358, PO Box 1026, NL 6201 BA Maastricht, the Netherlands. We may give notice to you at either the e-mail or postal address you provide to us. Notice will be deemed received and properly served immediately when posted on the Software, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post tend, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

10. Transfer of rights and obligations

10.1 You may not transfer, assign, charge, sub-contract or otherwise dispose of any of your rights or obligations arising under these Terms of Use, without the prior written consent of Mosa.

10.2 Mosa may at any time transfer, assign, charge, sub-contract or otherwise dispose of any of our rights or obligations arising under these Terms of Use.

11. Waiver

11.1 If we fail to insist upon strict performance of any of your obligations under any of these Terms of Use, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms of Use, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

11.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

11.3 No waiver by us of any of these Terms of Use shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 9.

12. Severability

12.1 If any of these Terms of Use are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term will to that extent be severed from the remaining terms which will continue to be valid to the fullest extent permitted by law.

13. Law and jurisdiction

13.1 These Terms of Use shall be governed by and construed in accordance with the laws of the Netherlands, unless local mandatory laws apply.

13.2 All disputes arising out of or in connection with these Terms of Use shall be subject to the exclusive jurisdiction of the courts of the Netherlands. In deviation from this provision, Mosa will also and at all times be entitled to submit a dispute or claim to the competent court for the place where the User has his residence or registered or actual place of business. This clause does not affect your statutory rights.

Koninklijke Mosa bv, version January 2017