Tillypad Licence Agreement for the use of Tillypad source code

This Licence Agreement with the End User defines the terms of use of the Tillypad Source Code.

ATTENTION! Please read the terms of the Licence Agreement carefully before downloading the Source Code files.

By clicking the Confirm Consent button in the Source File Download Licence Agreement or entering the appropriate symbol(s), you agree to the terms of this Licence Agreement without reservation. If you do not agree to the terms of this Licence Agreement, you must stop downloading the files.

1. Definitions

1.1. **The Software** means the software with the accompanying materials and updates described in the User Manual, the Right Holder of which is Tillypad, LLC.

1.2. **The Source Code** is the text of Tillypad software compiled in the Delphi programming language, the Right Holder of which is Tillypad, LLC.

1.3. **The Right Holder** (the owner of the exclusive right to the Software and the Source Code) is Tillypad, LLC.

1.4. **The User (you)** means an individual who downloads or uses the Source Code on his/her behalf or lawfully owns a copy of the Source Code. If the Source Code has been downloaded or purchased on behalf of a legal entity, the term User (you) shall hereinafter mean a legal entity for which the Source Code has been downloaded or purchased and which has instructed an individual to accept the agreement on its behalf.

1.5. **The User Manual** means relevant printed and other materials, as well as the User Manual located on the website http://tillypad.help:1000/, the Right Holder of which is Tillypad, LLC.

1.6. **Partners** are organizations that distribute the software on the basis of a contract with the Right Holder.

2. Providing the licence

2.1. The Right Holder grants you a non-exclusive licence to use the Source Code provided that you comply with all the technical requirements described in the User Manual, as well as all the restrictions and conditions for using the Source Code specified in this Licence Agreement.

2.2. The Source Code of the software can be used for development and/or testing of the software exclusively for the purpose of software modernization, upgrading and improvement.

2.3. The User is not permitted to modify the Source Code in any way if such use is contrary to or results in a violation of the applicable laws of the Russian Federation.

3. Activation and terms

3.1. The duration of use of the Source Code is not limited by the Right Holder.

3.2. If you violate any of the terms of this Licence Agreement, the Right Holder may terminate this Source Code Licence Agreement at any time without giving you notice.

4. Restrictions

4.1. Downloading the Source Code files is not equivalent to downloading the software itself.

4.2. You can modify, improve, or refine the Source Code, in whole or in part, only to improve the functionality of the software and for personal use.

4.3. You agree not to transfer or resell the Source Code to third parties.

4.4. You agree not to use the Source Code to create software similar to that described in the User Guide, but under a different name and brand.

4.5. Modification of the Source Code is only possible if the User has a specialized Delphi compiler. The Right Holder is not responsible if the User does not have this compiler.

4.6. The Right Holder has the right to withdraw the licence if the User violates the terms of this Licence Agreement.

4.7. In the case of violation of intellectual rights to the Source Code, the breacher shall be subject to civil, administrative, or criminal liability in accordance with the current legislation.

5. Limitation of responsibility

5.1. TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE RIGHT HOLDER AND/OR ITS PARTNERS SHALL NOT BE LIABLE FOR ANY LOSS AND/OR DAMAGE (INCLUDING LOSS OF COMMERCIAL PROFIT, INTERRUPTION OF BUSINESS, LOSS OF INFORMATION OR OTHER LOSS OF PROPERTY) ARISING FROM THE USE OR INABILITY TO USE THE SOURCE CODE. THESE LIMITATIONS MAY NOT BE EXCLUDED OR LIMITED BY THE APPLICABLE LAW.

6. Intellectual property rights

6.1. You agree that the Source Code, documentation, as well as all other copyrighted objects, as well as the systems, ideas, work methods, other information contained in the Source Code, and trademarks are the intellectual property of the Right Holder or its Partners. This Licence Agreement does not grant you any rights to use the intellectual property objects, including trademarks and service marks of the Right Holder or its Partners, except for the rights granted by this Licence Agreement.

7. Processing and use of personal data

7.1. Accepting conditions of this Agreement, the User, according to the Federal law No. 152-FZ "About personal data" dated 27.07.2006, acting freely, in his/her will and interest,

expresses the consent for the following to be processed by the Right Holder: personal data including surname, first name, middle name, e-mail address, contact phone number, date of birth, region, city, organization, and position.

7.2. The Right Holder shall take all necessary measures to protect the above personal data from illegal access or disclosure. This consent is valid for the duration of the Licence Agreement and use of the Source Code by the User. The User understands and agrees that if this consent is withdrawn, he/she will no longer be permitted to use any part of the Source Code.

8. Applicable legislation

8.1. This Licence Agreement is governed by the laws of the Russian Federation.

8.2. If any provision of this Licence agreement is found to be cancelled, invalid, unenforceable or unlawful, the remaining provisions of this Licence agreement shall remain in full force and effect. If the terms of this Agreement conflict with the terms of any software product licence contract concluded between you and the Partners or the Right Holder, the terms of that licence contract shall prevail, and the terms of this Agreement and the contract shall apply in all other respects.

9. Contact details of the Right Holder

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