NIFTI™ End-User License Agreement (EULA)

Introduction

Last Updated: 2nd September 2024

PLEASE READ THIS END-USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THE SOFTWARE.

By clicking "I Agree," or by installing, copying, or otherwise using the NIFTI™ hardware or software, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not install or use the software, do not use the NIFTI™ hardware.

1. License

1.1 Grant of License. MEMKO Pty. Ltd.("Licensor") grants you ("Licensee") a revocable, non-exclusive, non-transferable, limited license to download, install, and use the software, or operate firmware on NIFTI™ hardware ("Software") for purposes in strict accordance with the terms of this Agreement.

1.2. Restrictions. Licensee agrees not to, and will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, or otherwise commercially exploit the Software or make the Software available to any third party.
- Modify, make derivative works of, disassemble, decrypt, reverse compile, or reverse engineer any part of the Software.
- Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of MEMKO Pty. Ltd. or its affiliates, partners, suppliers, or the licensors of the Software.

2. Intellectual Property

2.1 Ownership. The Software, including without limitation all copyrights, patents, trademarks, trade secrets, and other intellectual property rights are, and shall remain, the sole and exclusive property of MEMKO Pty. Ltd.

3. Termination

3.1 Termination. This Agreement is effective from the date you first use the Software and shall continue until terminated. You may terminate this Agreement at any time by uninstalling and destroying all copies of the Software. This Agreement will terminate immediately, without prior notice from MEMKO Pty. Ltd., if you fail to comply with any provision of this Agreement.

3.2 Effect of Termination. Upon termination, you shall cease all use of the Software and destroy all copies, full or partial, of the Software.

4. Disclaimer of Warranties

4.1 The Software is provided "as is" and "as available" without any warranties of any kind, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. MEMKO Pty. Ltd. does not warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or error-free.

5. Limitation of Liability

5.1 To the fullest extent permitted by applicable law, in no event shall MEMKO Pty. Ltd. be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) your use or inability to use the Software; (ii) any unauthorized access to or use of our servers and/or any personal information stored therein; (iii) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Software by any third party; (iv) any errors or omissions in any content or for any loss or damage incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available through the Software; and/or (v) the defamatory, offensive, or illegal conduct of any third party.

6. Governing Law

6.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria, in the Commonwealth of Australia, without regard to its conflict of law principles.

7. Miscellaneous

7.1 Severability. If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

7.2 Amendments to this Agreement. MEMKO Pty. Ltd. reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

7.3 Contact Information. If you have any questions about this Agreement, please contact us at https://nifti.aero/contact-us/.