General terms and conditions of use

The present document is important and affects your legal rights of using Effectmakers BMS. Make sure that you read this as well as the GDPR policy.

For the purpose of facilitating that you can use and evaluate the benefits of Effectmakers ApS business management system software ("BMS Software"), you are allowed to access and use an evaluation copy of Effectmakers BMS for a limited period of time on the terms and conditions set out below.

Your access to and use of the Effectmakers BMS is subject to the following terms and conditions and you agree to the terms and conditions below when you access and/or use the system as an evaluation.

1. Effectmakers grants you a personal, limited, non-exclusive and non-perpetual right to access and use BMS Software for a maximum of two (2) month following the date when you first got access to Effectmakets BMS. Any rights not explicitly granted herein are reserved by Effectmakers.

2. Effectmakers grand you with the right to access and use Effectmakers BMS for free of charge during the two-month evaluation period.

3. You may access and use Effectmakers BMS for your own internal purpose to evaluate and test the solution to verify that it satisfies your needs including for the purpose of trying to process your own production data. You may not let any 3rd party access or use the software.

4. As otherwise provided by mandatory law, you may not decompile, reverse engineer or disassemble the system and/or create any competitive or derivative products of the Effectmakers BMS.

5. During the Evaluation Period, you may contact Effectmakers to obtain support in connection with your access to and use of the system. Effectmakers will, to the extent, offer the availability of resources (to be decided in the sole discretion of Effectmakers) - answer such support requests when deemed possible by Effectmakers. Effectmakers, however, undertakes no obligations in terms of support without limitation related to response times or responses related to such support requests.

6. Your access and use rights will terminate automatically and without separate notice upon expiration of the evaluation period and you agree that Effectmakers may discontinue your access to the system without notice upon expiration of the 2-month free license use.

7. Any data that you process using Effectmakers BMS during the evaluation period will be deleted, unless you acquire and pay for a commercial license of the software prior to the expiration of the evaluation period. The license terms applicable to a commercial license is available here and will apply for a commercial license acquired by you.

8. Effectmakers BMS is made available "as-is" and Effectmakers disclaims any and all warranties, liabilities, damages and any other claims from you irrespective of the basis hereof related to your access or inability to access, use or inability to use and/or the results of your use of the software during the evaluation period.

9. The parties agree to maintain in confidence any information received from the other party which is designated as "confidential" or should be treated as confidential given the nature of such information.

10. You agree that Effectmakers may contact you by e-mail and/or telephone during the evaluation period and after the expiration of the period for purposes related to your experiences using the Effectmakers BMS, your acquisition of a commercial license and other matters pertaining to marketing and sales of BMS Software etc.

11. This agreement is governed by Danish law and shall be subject to the exclusive jurisdiction of the Danish courts.

12. All Confidential Information shall be kept mutual strictly confidential and shall not be disclosed in whole or partially to any 3rd parties. Confidential Information" means:

a) all information (whether written, oral or in any other form) supplied to Effectmakers Aps, as well as,

b) information regarding Effectmakers BMS programming, roadmaps or technical insight gained during the use and/or implementation.