

Terms and conditions

Last update: 27th Feb. 2025

Please read these Terms and Conditions very carefully.

TABLE OF CONTENTS

- I. Definitions
 - II. Vendor's details
 - III. Software and Purchasable Services
 - IV. Software's Output
 - V. Software's Updates
 - VI. Payment methods and Service Delivery
 - VII. Warranty Disclaimer
 - VIII. Limitation of Liability
 - IX. Applicable Law, Jurisdiction, and Disputes
 - X. Privacy Policy
 - XI. Changes in these Terms and Conditions
-

I. Definitions

For the purposes of these Terms and Conditions:

- The "Vendor" is the "Soligno Technologies" organization and anyone working within this organization.
- The "Vendor's Website" is the website at www.interfaceequilibrator.com.
- The "Software" is the computer program "Interface Equilibrator" that can be downloaded, as a binary executable file, through the Vendor's Website.
- A "PC" is any single personal computer, workstation, terminal, or device that meets the minimum requirements, stated on the Vendor's Website, to run the Software on it.
- The "User" is any person or legal entity that downloads the Software from the Vendor's Website or launches or uses the Software on any PC or submits an order through the Vendor's Website.
- An "Active License" is a purchasable service, offered by the Vendor, that gives the User the right to use, only on the specific PC for which the Active License is granted and only for a fixed period of time, the "Full Functionalities" of the Software, see Section III.

II. Vendor's details

The Vendor is registered at the Kamer van Koophandel® (Chamber of Commerce) in The Netherlands with the details below.

Trade name:	Soligno Technologies
KvK-number:	81555334
VAT number:	NL003576288B21
Address:	Westerdijk 4, 3513EW Utrecht (The Netherlands)

III. Software and Purchasable Services

a. Notice.

On the Vendor's Website, the term "license" may be used in place of the term "Active License" (with or without capital letters). The meaning is the same.

b. Software's Full Functionalities.

When the Software is used on a PC for which no Active License is currently granted, the Software enables only the use of some basic functionalities, needed to activate a granted Active License, while the use of all the remaining Software's functionalities, henceforth referred to as the Software's "Full Functionalities", is not enabled.

The User may not use the Full Functionalities of the Software, unless the Software is used on a PC for which an Active License is currently granted.

c. EULA.

Regardless of whether an Active License is currently granted or not for the PC on which the User downloads or uses the Software, the User is in any case bound to the terms and conditions in the ["End-User License Agreement"](#), available at the Vendor's Website.

d. Active License's activation procedure.

An Active License may be purchased by following the procedure described at the Vendor's Website. Once the purchase procedure of an Active License is completed, the Vendor shall send the User an "Activation Code" by email. After receiving the Activation Code, the User may launch the Software on the PC for which the Active License was granted and insert the Activation Code in the opportune field. Thenceforth, the Software, whenever launched on that PC, will automatically enable the use of its Full Functionalities, and the User may use them, for the duration of that Active License's term. In some particular cases, the User might need to repeat this step (of inserting the Activation Code in the Software's opportune field), for example after the PC is formatted or if the User launches the Software, on that PC, using a different Microsoft Windows account (than the account that was used before).

e. Active License's term.

The Active License's term starts when the Vendor sends the Activation Code by email to the User and lasts for the time specified when purchasing that Active License.

f. Not a subscription.

An Active License is not a subscription. When purchasing an Active License, the User is expected to perform one and only one payment. Then, the Active License is granted for a fixed period of time (that specified when the order for the Active License was submitted).

If the User wants to extend, for a certain PC for which an Active License is currently granted, the period of time for which the Active License's rights are granted for that PC, then the User needs to purchase another Active License for that PC.

g. Active License's locked hardware

Any Active License, granted to the User for a certain PC, is locked on some hardware components of that PC (CPUs, motherboard). The Software reads these PC's hardware components using standard APIs of the Microsoft Windows operating system. Replacing, removing, or modifying such hardware will immediately terminate the Active License granted for that PC, regardless of that Active License's remaining term.

h. Internet connection.

The Software, when launched on a PC, requires an internet connection to check on the Vendor's servers whether an Active License is currently granted for that PC and, if so, to enable the use of its

Full Functionalities. If no internet connection is available when the Software is launched, then the Software cannot enable the use of its Full Functionalities, regardless of whether an Active License is currently granted or not for that PC. Once the Software has enabled the use of its Full Functionalities, then the Software's Full Functionalities may be used also without an internet connection, for as long as the current session is not closed.

The User acknowledges that, without a working internet connection, the Software cannot, when launched on a PC, enable the use of its Full Functionalities, even if an Active License is currently granted for that PC. The User also acknowledges that, even with a working internet connection, the Vendor's servers may be occasionally unreachable (due to, e.g., maintenance operations, or a server failure or any other reason outside of the Vendor's control) and that in these occasions the Software cannot enable the use of its Full Functionalities, even if an Active License is currently granted for that PC.

The User has no objections to the foregoing.

i. Active License's types.

The Vendor offers three types of Active License: "Trial", "Academic", and "Commercial". Each of these types of Active License may have different prices and different terms (periods of time), which are reported on the Vendor's Website.

The following additional provisions apply only to a specific type of Active License:

- Trial Active Licenses are free, but can be requested only for the purpose of trying or testing or evaluating the Full Functionalities of the Software and, in any case, not for commercial purposes. When the Software activates its Full Functionalities because a Trial Active License is granted, a "trial version" semi-transparent banner is shown on the Software's displayed images and some export-file functionalities are limited. To prevent abuses, it is allowed to request a Trial License only once for a certain PC and, in any case, no more than once a year using the same contact email when submitting an order at the Vendor's Website.
- Academic Active Licenses can be purchased only by a person that is working or studying at a University. The term "University" indicates any institution that provides higher-level education and that is legally authorized to grant degrees equivalent to a bachelor's degree or master's degree. If the Vendor does not receive enough proof that the person submitting the order for an Academic Active License is affiliated with a University, then the Vendor may decide, at his sole discretion, to refuse selling the requested Academic Active License. If the Software is used on a PC for which an Academic Active License is currently granted, then in any case the Full Functionalities of the Software or any data or information or image produced by the Software while used on that PC cannot be used for commercial purposes.

IV. Software's Output

The User has the perpetual, non-exclusive, world-wide right to publish and distribute, and can authorize others to do so, any data or information or image that the User produced using the Software, on the condition that "Interface Equilibrator" is referenced as source of such data or information or image and on the condition that an Academic or Commercial Active License is or was granted for the PC on which the Software was used to obtain such data or information or image.

In the foregoing, if the Active License is not or was not Commercial, then the granted User's rights are limited to non-commercial purposes.

V. Software's Updates

The Vendor may release updated versions of the Software ("Updates") in the future. Any Active License grants to the User the right to use the Full Functionalities of all Updates of the Software on the PC for which the Active License is granted and for the duration of the Active License's remaining term.

VI. Payment methods

When the User submits an order for purchasing a paid Active License, the Vendor shall send the User an invoice by email at the email address provided by the User. Then, payment shall be made in euros by means of a bank transfer to the bank account indicated in the invoice.

The Active License, for which the User submitted an order, shall not be granted to the User until the Vendor has received, in the designated bank account, payment for the Active License's full price.

VII. Warranty Disclaimer

The Software and related documentation are provided on an "AS IS" and "AS AVAILABLE" basis and without any warranty of any kind. The Vendor expressly disclaims, to the maximum extent allowed by the applicable law, any and all warranties and guaranties regarding the Software, whether express or implied, including, but not limited to, the implied warranties of merchantability, of fitness for a particular purpose, of accuracy, of the Software's reliability or performance or continued availability. The Vendor makes no warranty that the Software or any data or information produced by the Software will meet the User's requirements, or be available on an uninterrupted or error-free base, or be error free, or that any errors or defects can or will be corrected.

No oral or written information or advice provided by the Vendor shall create a warranty.

The User acknowledges and agrees that the use of or reliance upon the Software or any data or information produced by the Software is at the User's sole risk and discretion.

VIII. Limitation of Liability

To the maximum extent permitted by the applicable law, the Vendor shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including, but not limited to, damages for loss of profits, expected benefit, business, goodwill, data or other information, relating to the User's use of the Software or of any data or information produced by the Software or relating to the User's inability to use the Software, even if the Vendor has been advised, knew, or should have known of the possibility of such damages, and without regard as to whether such loss or damage was foreseeable or not.

Without limiting the generality of the foregoing, the Vendor has no obligation to provide and the User has no right to seek any remedy for any defect, error, or failure of the Software or of any data or information produced by the Software.

If, notwithstanding the other provisions of these Terms and Conditions, the Vendor is found to be liable to the User for any damage or loss which arise out of or is in any way connected with the User's use of the Vendor's Website or of the Software or of any data or information produced by the Software, the Vendor's liability shall in no event, except if prohibited by the applicable law, exceed the total amount paid by the User to the Vendor for any service over the twelve months preceding the claim (or claims) or 100 EUR, whichever is greater.

IX. Applicable Law, Disputes, and Jurisdiction,

All agreements between the Vendor and the User shall be governed exclusively by Dutch law.

In the unfortunate circumstance that any dispute between the Vendor and the User arises out of or in connection with any agreement between the Vendor and the User, the User agrees to first try to resolve the dispute informally with the Vendor. If no solution to the dispute is found, then any dispute that does not fall under the jurisdiction of the subdistrict court shall be settled exclusively by the competent court in the district of Midden-Nederland.

X. Privacy Policy

The User has carefully read and has no objection to the Vendor's [Privacy Statement](#), available on the Vendor's Website.

XI. Changes in these Terms and Conditions

The Vendor may, at any time, apply changes to these Terms and Conditions. If this occurs, then any User who has purchased an Active License whose term is not yet expired at the time of these changes will be notified by email at the email address provided when submitting the order for the Active License.

The User may object to these changes by replying to such an email. In this case, the last version of these Terms and Conditions that was agreed upon by the User remains valid (for such a User) for the remaining term of any Active License that was purchased by the User and that is not yet expired at the time of these changes.

The most up-to-date version of these Terms and Conditions will always be available at the Vendor's website.