



EasyFMD End User License Agreement

EasyFMD

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DEFINITION

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The End User may : (i) install the Software on a hard disk or other storage device; (ii) install and use the Software on a file server for use on a local area network ("LAN") for the purposes of (a) permanent installation onto hard disks or other storage devices or (b) use of the Software over such network; (iii) copy the Software for back-up or archival purposes.

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NO REFUND

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The End User agrees not to, and the End User will not permit others to:

1. (i) use, copy, maintain, distribute, sell, publish, display, sublicense, rent, make corrections to, or modify the Software or any component thereof; (ii) modify, adapt, decompile, disassemble, reverse assemble, reverse compile, reverse engineer, or otherwise translate the Software or any component thereof, save where the foregoing restrictions are expressly prohibited by applicable law; (iii) sublicense the use of the Software or any component thereof for the benefit of a third party, and more generally, for any purpose other than the purpose of the Software to verify the authenticity of and decommission, the unique identifier of medicinal products in accordance with the provisions of the EU Falsified Medicines Directive and the delegated Regulation, (iv) store, access or transmit information or data on the Software or any component of the End Users relevant National Medicines Verification System ("NMVS") that is inaccurate or that has not been legally obtained or that is in violation of any other applicable Intellectual Property Right, or that is in violation of the EU Falsified Medicines Directive or Delegated Regulation.

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Termination of this EULA will not limit any of Quick Pharm Solutions' rights or remedies at law or in equity in case of breach by the End User (during the term of this EULA) of any of the obligations of the End User under the present EULA.

INDEMNIFICATION

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Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to the End User.

LIMITATION OF LIABILITY

Notwithstanding any damages that either party might incur, the liability of Quick Pharm Solutions and any of its suppliers to the End User and/or the liability of the End User to Quick Pharm Solutions under any provision of this Agreement and the Parties' exclusive remedy for all of the foregoing shall be limited to the amount actually paid by the End User to Quick Pharm Solutions on foot of the contract herein.

To the maximum extent permitted by applicable law, in no event shall either party be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Software, third-party software and/or third-party hardware used with the Software, or otherwise in connection with any provision of this EULA).

SEVERABILITY

If any provision of this EULA 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.

WAIVER

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this EULA shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

AMENDMENTS TO THIS AGREEMENT

Quick Pharm Solutions reserves the right, at its sole discretion, to modify or replace this EULA at any time provided that any such modification or replacement shall not give rise to any increased costs for the account of the End User or any less functionality available to the End User. If a revision is material, we will provide at least thirty (30) days' notice prior to any new terms taking effect.

By continuing to access or use the Software after any revisions become effective and have been notified to the End User in accordance with the above paragraph, the End User agrees to be bound by the revised terms. If the End User does not agree to the new terms, the End User shall be entitled to terminate this EULA and a refund of its annual license fee on a pro rata basis and will no longer be authorised to use the Software.

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CONTACT INFORMATION

If you have any questions about this EULA, please contact us :-

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ENTIRE AGREEMENT

This EULA constitutes the entire agreement between the End User and Quick Pharm Solutions regarding the use of the Software and supersedes all prior and contemporaneous written or oral agreements between the End User and Quick Pharm Solutions.

The End User may be subject to additional terms and conditions that apply on the use or purchase of other Quick Pharm Solutions services, which Quick Pharm Solutions will provide to the End User at the time of such use or purchase.