

minimass web app terms of use and licence agreement

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1.1 Grant of Licence. Provided the Licensee is at all times in compliance with the terms and conditions of this Agreement, **minimass** hereby grants to the Licensee, pursuant to the terms and conditions of this Agreement, a non-exclusive, non-transferable licence (the “Licence”) to use MWA.

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1.3 Restriction on Use. The Licensee agrees to use MWA only for the Licensee’s own business or personal use. Under no circumstances shall the Licensee permit third parties to use MWA unless such parties have separately agreed to be bound by the terms and conditions of this Agreement.

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1.5 Material Terms and Conditions. The Licensee specifically agrees that each of the terms and conditions of this Section 1 are material and that failure of the Licensee to comply with these terms and conditions shall constitute sufficient cause for **minimass** to terminate this Agreement. The presence of this subsection 1.5

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1.7 Term of Licence. Unless otherwise terminated as set forth in this Agreement, the term of the Licence granted hereunder shall be for as long as the Licensee continues to use MWA. The Licensee may terminate this License at any time by discontinuing to use MWA.

1.8 Representations by the Licensee. By accepting this Agreement and by using MWA, the Licensee hereby represents and warrants to **minimass** that all information provided by the Licensee to **minimass** during the registration process for use of MWA is true and accurate in all respects. The Licensee further represents and warrants that the Licensee is duly authorized to enter into this Agreement for and on behalf of any person, company or other entity provided by the Licensee during the initial registration process for MWA. Should any of these representations and warranties prove false at any time or should **minimass** have reasonable grounds to consider that any of these representations and warranties may be false, **minimass** may, in its sole discretion, immediately terminate this Agreement, prevent the Licensee's access to and disable the Licensee's use of MWA without notice and without recourse by the Licensee.

2.0 Intellectual Property Rights

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2.2 Transfers. Under no circumstance shall the Licensee sell, license, publish, display, distribute, exhibit or otherwise transfer to a third party MWA or any copy thereof, in whole or in part, without **minimass's** prior written consent, which consent **minimass** may arbitrarily and unreasonably withhold or delay.

3.0 Warranty & Disclaimer of Warranties

3.1 **Warranty.** **minimass** warrants to the Licensee that MWA will substantially comply with **minimass**'s specifications for MWA as may be amended from time to time.

3.2 **Disclaimer.** Except as expressly set out in this Agreement, there are no other warranties of any kind, either express or implied, including, but not limited to, warranties as to title, accuracy, fitness for a particular purpose, durability, merchantability or infringement of third party rights. MWA, related documentation and other files are provided to the Licensee on an "as is, where is" basis. **minimass** and its suppliers do not and cannot warrant the performance or results the Licensee may obtain by using MWA. It is essential that the Licensee have a structural engineer qualified in the Licensee's jurisdiction or jurisdiction of intended use to confirm the presence and depth of structural members. The Licensee should refer to the "constants" tab in the "inputs" section for assumptions used by MWA in approximating forces and geometry.

4.0 Limitation of Liability

In no event will **minimass** be liable to the Licensee or any third party for errors, omissions, injuries, losses, indirect, special, incidental, consequential, exemplary or other similar damages, including, without limitation, lost profits, arising from the use or inability to use MWA or from any breach of warranty, even if **minimass** has been informed of the possibility of such damages. The Information provided by MWA is for informational purposes only and should not be treated as a substitute for or replacement of professional structural engineering advice.

5.0 Indemnity

The Licensee shall indemnify and save **minimass**, its parent, subsidiaries and affiliates and their respective directors, officers, employees, contractors, agents and assigns, harmless from and against any and all losses, damages, claims, chose in action and expenses (including lawyers' fees and costs) arising out of any breach or alleged breach by the Licensee of the terms and conditions of this Agreement.

6.0 Privacy/Collection of Personal Information

By registering and/or using MWA, the Licensee will be asked to submit personal information to **minimass** pursuant to this Agreement and **minimass**'s Privacy Policy which may be viewed here:

<https://www.minimass.net/privacy-policy>, including, without limitation, the Licensee's name, address, Internet cookies and telephone number. The Licensee consents to the collection, processing, transmission, use, retention and disclosure of such information by **minimass** in line with UK General Data Protection Regulation

(UK GDPR) and any other applicable statutes and regulations as amended from time to time (collectively, the "Privacy Legislation").

7.0 General Provisions

7.1 **Modifications.** **minimass** may alter or revise the terms of this Agreement at any time for any reason. If the Licensee does not agree to accept such changes, the Licensee's sole remedy shall be to discontinue use of MWA.

7.2 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of England and Wales.

7.3 **Termination.** Without prejudice to any other rights at law or in equity, **minimass** may terminate this Agreement if the Licensee fails to comply with the terms and conditions of this Agreement. In such event, **minimass** may deny access to MWA and the Licensee must immediately cease to use MWA.

7.4 **Severability.** Except as otherwise set out in this Agreement, the provisions of this Agreement are severable, and if any one or more of such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall nevertheless be binding on the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best to accomplish the objectives of such provision or portion thereof within the limits of applicable law.

7.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to the subject matter of this Agreement. This Agreement may not be amended except in writing agreed to by the parties hereto.

7.6 **Waiver.** Any waiver, either express or implied, by **minimass** of any default by the Licensee in the observance and performance of any of the terms and conditions, covenants or duties set out in this Agreement shall not constitute or be construed as a waiver of a subsequent or other default.

7.7 **No Injunction.** Under no circumstances may the Licensee seek to obtain or obtain injunctive or other relief against **minimass** to restrain or otherwise inhibit **minimass**'s right to exploit MWA in such manner as **minimass** in its sole discretion deems fit.

7.8 Read and Understood. The Licensee hereby acknowledges that it has read and understands this Agreement, agrees to be bound by its terms and conditions and has the opportunity to obtain independent legal advice.

7.9 Headings. The headings to the Sections and Subsections of this Agreement are included merely for convenience of reference and shall not affect the meaning of the language included therein.