

BriskBard's EULA (End User License Agreement)

This contractual document shall govern the download and usage of BriskBard, whose proprietary is Salvador Díaz Fau. By accepting this document, you state that :

1. You have read and understood the clauses contained in it.
2. You have the capacity to contract products and/or services.
3. You agree to be bound by the terms and conditions set forth in it.

The terms and conditions set forth in this document shall be valid for an indefinite period of time and applicable to all the purchases made at this website.

Salvador Díaz Fau reserves the right to change or modify the legal notes and BriskBard's EULA without prior notice, without this affecting the purchases made and/or the promotions launched before said changes. Consequently, you should check the legal notes and BriskBard's EULA every time you make a purchase at this website.

By using BriskBard or entering www.briskbard.com you agree to be bound by the legal notes and BriskBard's EULA published in it, which shall be checked periodically for changes and/or updates.

With the purpose of guaranteeing the rights of users and consumers, these terms are set forth in accordance with Spanish law, in particular, with Law 7/98, April 13th, on the General Terms of Purchase, Law 7/96, January 15th, on the Organization of Retail Trade, Royal Decree 1/2007, November 16th, approving the consolidated text of the General Law for the Protection of Users and Consumers, and other relevant laws and the associated enforcement regulations.

Words with more than one meaning shall be understood according to the text where they are used, its nature and purpose. The language of reference of this contractual document shall be that used to make the purchase on the website. These terms and conditions were originally written in Spanish and then translated into other languages. Should differences in meaning and/or interpretation arise between the different versions of this document, the meanings in the Spanish version shall prevail.

The parts to the agreement

The present conditions are subscribed by :

Name : Salvador Díaz Fau

NIF : 25166725X

Address : Duquesa de Villahermosa 6, 6A, dcha. 50010 Zaragoza (Spain)

Phone number : +34635423812

email : briskbard@briskbard.com

Web page : www.briskbard.com

Activity : Development and comercialization of computer programs

And the user, being the person that uses the website and/or the products, services, content and/or tools and who has entered his or her details in the form provided by Salvador Díaz

Fau in order to access any of the products, services, contents and/or tools offered via the website owned by Salvador Díaz Fau. The user is solely and exclusively responsible for the authenticity of the data entered.

Purpose of the contract

Salvador Díaz Fau grants to you a non-exclusive perpetual license to use BriskBard free of charge for so long as Salvador Díaz Fau makes BriskBard available, provided that you agree to the terms and conditions of this Agreement.

Ordering process

Salvador Díaz Fau reserves the right to block or deny access and use of www.briskbard.com if necessary for security reasons.

Salvador Díaz Fau shall be entitled to hold users responsible for misuses of www.briskbard.com resulting in damage to third parties or introducing malware, corrupting the website contents, affecting website functioning, or damaging other users' software or hardware.

Salvador Díaz Fau shall be entitled to redirect claims, compensation payments, fines or administrative sanctions to the users of this website when said claims, payments, fines or sanctions are the result of improper use of this website.

Salvador Díaz Fau complies with the personal data provisions in the regulations in force, in particular, in the Enforcement Regulations of Organic Law 15/1999, taking all the technical measures required to avoid the loss, misuse, damage, unauthorized access and theft of the personal information entered by users. However, users should be aware that no security measures are completely secure on the Internet.

In compliance with Organic Law 34/2002, on Information Society Services and E-Commerce, you must follow these steps to place an order :

1. Go to www.briskbard.com and select one of the languages : english or spanish.
2. Click on the button '*FREE DOWNLOAD*'.
3. Install BriskBard.

Intellectual and industrial property rights

All copyrights to BriskBard are exclusively owned by the author Salvador Díaz Fau. This Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

Except as stated in this Agreement, your possession, installation and use of the Software BriskBard does not grant you any rights or title to any intellectual property rights in the Software or Documentation. All rights to the Software and Documentation, including all associated copyrights, patents, trade secret rights, trademarks and other intellectual property rights, are reserved by Salvador Díaz Fau

License conditions

The software called BriskBard is licensed free of charge, not sold.

You may install and use the Software on an unlimited number of computers.

You may not share, rent, lease, sell your user license to another user.

You may not rent, lease, sub-license, sell, modify, decompile, disassemble, otherwise reverse engineer this software.

You may not remove any proprietary notices or labels on BriskBard.

This software may be freely copied and distributed so long as no modification is made in the archive package. This software may be only distributed as a separate software package and cannot be included into 3rd party software applications.

The user gives his/hers express consent and agrees that BriskBard will check periodically and automatically if there is an updated version of BriskBard, the license status and the integrity of the program.

If you do not agree with the terms and conditions of this Agreement, do not continue the installation process and delete or destroy all copies of the Software in your possession.

Pricing

The user license of BriskBard is free of charge.

For information on the user license, the user can contact us by email at briskbard@briskbard.com.

Termination of the agreement

Salvador Díaz Fau reserves the right to terminate the products, services, contents and/or tools contracted via this Website at any time, and without prior notice should the User fail to comply with the general and specific contractual Conditions or, where applicable, the End User License Agreement for the product or service in question.

The user will have a period of 14 days, as of the date of receipt of the product, within which time he or she may terminate the contract without any penalty whatsoever.

To exercise the aforementioned right, the User must send an email to briskbard@briskbard.com, within the indicated time period.

In this event, Salvador Díaz Fau will reimburse the user the whole amount paid within 14 days of the receipt of the notification from the user.

Guarantees

Except for the guarantees described in the applicable Spanish law, Salvador Díaz Fau does not give any other guarantee.

Salvador Díaz Fau will not be liable for data loss, damages, loss of profits or any other kind of loss while using or misusing BriskBard.

Privacy policy

Salvador Díaz Fau is fully committed to compliance with the Spanish regulations in relation to the protection of data of a personal nature, and guarantees full compliance with the requirements set forth, in addition to the implementation of the security measures specified in article 9 of Law 15/1999 on the Protection of Data of a Personal Nature (LOPD) and in the regulatory framework of the same law.

Salvador Díaz Fau collects information of personal nature when you subscribe to the newsletter, blog and forum. We will ask you the following information : email address.

Data from users is collected in accordance with this Privacy Policy for the following purposes :

1. Keep a database of blog and forum users.
2. Send by email a newsletter about BriskBard if the user decides to subscribe to this service.

The information given will be stored in a file whose responsible is Salvador Díaz Fau and it will be used only for the indicated purposes. By accepting this legal note, you agree with this privacy policy and you recognize that the information and personal data requested are yours, exact and true.

The use of BriskBard's website, the services included in it or the BriskBard software implies full acceptance of the legal notes and BriskBard's EULA. Because of that, you acknowledge that you have fully read and understood the terms and conditions of this agreement and that you agree to be bound by all of its provisions.

Filling out the forms in BriskBard's website you expressly and unequivocally consent and authorize that :

1. Your personal data will be added to a file whose owner and responsible is Salvador Díaz Fau.
2. Your personal data will be will be used for the purposes described in this Privacy policy.
3. Salvador Díaz Fau can inform you via email or regular mail for commercial purposes about services, news and any activities related to BriskBard.
4. Your personal data will be transferred internationally between Salvador Díaz Fau and the servers hosting this website located at the USA where your personal data does not have an adequate level of protection.

In compliance with the provisions set forth in Law 34/2002 July 11th, you can easily revoke for free at any moment the consent to receive our news service sending an email to lopd@briskbard.com or sending a mail to the address found at the beginning of the legal notes.

The terms in this Privacy policy, specifically, the due confidentiality, are mandatory for all personnel hired by Salvador Díaz Fau and for all third parties that have access to the personal data whose responsible is Salvador Díaz Fau.

The users have the right to access their data held by BriskBard's website, modify it if the data is wrong, to oppose certain treatments of data and to unsubscribe from certain services offered by Salvador Díaz Fau. These rights can be exercised by sending an email to lopd@briskbard.com or sending a mail to the address found at the beginning of the legal notes.

Salvador Díaz Fau maintains security levels for the protection of personal data to comply with this Privacy policy and has established all the technical and organisational means at his disposal to prevent the loss, misuse, alteration, unauthorized access and theft of personal data given by the user.

Salvador Díaz Fau has established adequate and sufficient security measures in the website to protect the confidentiality of the communications between the server and the user's browser, and a safe purchase of products by using Paypal as the payment gateway.

However, the user must be aware that the security measures in Internet are not impregnable. In this sense, Salvador Díaz Fau shall not be held responsible for damages, losses, claims or expenses of any kind, whether derived directly or indirectly from the use of BriskBard's website or its contents.

The servers hosting this website belong to Arvixe, LLC. Located in 2500 Ridgepoint Dr, Austin, TX 78754, USA.

Applicable legislation and jurisdiction

These conditions are governed by and interpreted in accordance with Spanish legislation in matters that are not expressly stated.

Should any provision of this agreement prove to be, become or be declared null and void or unenforceable, the remaining provisions shall be unaffected and shall remain fully valid and effective.

This purchasing system is subjected to current legislation in Spain (Civil Code, the Commercial Code, Act 7/1996, January 15th, retail management, Law 7/1998 of the Terms of the contract, Law 26/1984, for the Defence of Consumers and Users, Royal Decree 1906/1999, December 17th, on the telephone and electronic contracting with general conditions and the Law 34/2002 of Services of the Information Society and electronic commerce).

All controversies or issues in relation to BriskBard shall be subject to Spanish law, to which the parties are expressly subject, and the Courts of Zaragoza (Spain) are hereby elected to settle any dispute arising from the use of BriskBard.