



Cobisi

**EmailVerify**.NET

Version 4.x

# End-User License Agreement (EULA)

This End-User License Agreement (this "EULA") contains the terms and conditions that govern your use of the SOFTWARE (as defined below) and imposes material limitations to your rights. Please read this EULA carefully and treat it as valuable property.

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## PART I - THIS EULA

**Software Covered by this EULA.** This EULA governs your use of EmailVerify.NET (individually and collectively, the "SOFTWARE"). The term "**SOFTWARE**" includes:

- any revisions, updates and/or upgrades thereto;
- any data, image or executable files, databases, data engines, computer software, or similar items customarily used or distributed with computer software products;
- anything in any form whatsoever intended to be used with or in conjunction with the SOFTWARE;
- any associated media, documentation (including physical, electronic and online) and printed materials (the "**Documentation**").

**This EULA is a Legally Binding Agreement between You and Efran Cobisi.** If you are acting as an agent of a company or another legal person, such as an officer or other employee acting for your employer, then "you" and "your" mean your principal, the entity or other legal person for whom you are acting. However, importantly, even if you are acting as an agent for another, you may still be personally liable for violation of federal and State laws, such as copyright infringement.

By signifying your acceptance of the terms of this EULA, you intend to be, and hereby are, legally bound to this EULA to the same extent as if Efran Cobisi and you physically signed this EULA. By installing, copying, or otherwise using the SOFTWARE, you agree to be bound by all the terms and conditions of this EULA. If you do not agree to all of such terms and conditions, **you may not install or use the SOFTWARE**. If you do not agree with any of the terms herewith and, for whatever reason, installation has begun or has been completed, you should cancel installation or un-install the SOFTWARE, as the case may be.

The rights granted under this EULA are only effective upon payment of license fees: the SOFTWARE is licensed, not sold.

## PART II - LICENSING DETAILS

Depending on your purchase, this EULA grants you the right to use the SOFTWARE to develop:

- Web-based software products (the "**Website License**")
- Other software products and use the DEVELOPED SOFTWARE within a single physical machine (the "**Single Machine License**")
- Other software products and use the DEVELOPED SOFTWARE within your organization (the "**Internal Redistribution License**")
- Other software products and distribute the DEVELOPED SOFTWARE to third parties for use (the "**Redistribution License**").

These licenses are explained and defined in more detail in the following sections.

## DEFINITIONS

The following terms have the respective meanings used in this EULA:

"**DEVELOPED SOFTWARE**" means those computer software products that are developed by or through the use of the SOFTWARE.

"**DEVELOPER**" means a human being or any automated device using the SOFTWARE in accordance with the terms and conditions of this EULA.

"**NETWORK SERVER**" means a computer with one or more computer central processing units (CPUs) that operates for the purpose of serving other computers logically or physically connected to it, including, but not limited to, other computers connected to it on an internal network, intranet, or the Internet.

"**WEB SERVER**" means a type of NETWORK SERVER that serves other computers that are specifically connected to it through either an intranet or the Internet.

"**SOFTWARE RUNTIME**" means the SOFTWARE files or other portions of the SOFTWARE that are provided by Efran Cobisi and are identified as such in the Documentation for distribution by you with the DEVELOPED SOFTWARE.

"**DEVELOPER SEAT LICENSE**" means that each DEVELOPER using or otherwise accessing the programmatic interface or the SOFTWARE, including but not limited to designing, creating, compiling, and testing the DEVELOPED SOFTWARE, must have the right to do so either by being included in the total number of seats, as specified in the purchased license itself or by acquiring a separate, individual license.

## YOUR WEBSITE LICENSE

You are hereby granted a limited, royalty-free, non-exclusive right to use the SOFTWARE to design, create, develop, and test DEVELOPED SOFTWARE, on the express condition that, and only for so long as, you fully comply with all terms and conditions of this EULA.

The SOFTWARE is licensed to you on a developer seat license basis, where a single license may include one or more DEVELOPER SEATS. Each DEVELOPER SEAT grants a single DEVELOPER the right to perform an installation of the SOFTWARE for use in designing, creating, testing, and compiling DEVELOPED SOFTWARE on one computer or more, each with a single set of input devices, so long as such computer is used only by one DEVELOPER at any given time and not concurrently.

Under this license, the DEVELOPED SOFTWARE may be installed for use in any computer, provided the SOFTWARE RUNTIME is accessed via a single fully qualified domain on a WEB SERVER, or from the local computer itself from a page (or a handler) served by Microsoft ASP.NET.

The fully qualified domain must be valid and in the format of `domain.tld` (e.g., `example.com`), where for any licensed domain it will also work with and without the `www` subdomain (e.g., `www.example.com`). Additional subdomains or fully qualified domains require an additional Website license or purchase of a different license that is not fully qualified domain-specific.

You may not install or use the SOFTWARE on a computer that is a network server or a computer at which the SOFTWARE is used by more than one DEVELOPER. You may not network the SOFTWARE, or any component part of it, where it is or may be used by more than one DEVELOPER, unless you purchase an additional DEVELOPER SEAT for each DEVELOPER involved.

## YOUR SINGLE MACHINE LICENSE

You are hereby granted a limited, royalty-free, non-exclusive right to use the SOFTWARE to design, create, develop, and test DEVELOPED SOFTWARE, on the express condition that, and only for so long as, you fully comply with all terms and conditions of this EULA.

The SOFTWARE is licensed to you on a developer seat license basis, where a single license may include one or more DEVELOPER SEATS. Each DEVELOPER SEAT grants a single DEVELOPER the right to perform an installation of the SOFTWARE for use in designing, creating, testing, and compiling DEVELOPED SOFTWARE on one computer or more, each with a single set of input devices, so long as such computer is used only by one DEVELOPER at any given time and not concurrently.

Under this license, the DEVELOPED SOFTWARE may be installed for use in any computer, provided the SOFTWARE RUNTIME is installed in a single machine and its code is executed locally, in respect to the CPU(s) of that machine.

Each license is bound to a specific NetBIOS machine name, which identifies the single machine where the SOFTWARE RUNTIME may be installed and executed.

You may not install or use the SOFTWARE on a computer that is a network server or a computer at which the SOFTWARE is used by more than one DEVELOPER. You may not network the SOFTWARE, or any component part of it, where it is or may be used by more than one DEVELOPER, unless you purchase an additional DEVELOPER SEAT for each DEVELOPER involved.

## YOUR INTERNAL REDISTRIBUTION LICENSE

You are hereby granted a limited, royalty-free, non-exclusive right to use the SOFTWARE to design, create, develop, and test DEVELOPED SOFTWARE, on the express condition that, and only for so long as, you fully comply with all terms and conditions of this EULA.

The SOFTWARE is licensed to you on a developer seat license basis, where a single license may include one or more DEVELOPER SEATS. Each DEVELOPER SEAT grants a single DEVELOPER the right to perform an installation of the SOFTWARE for use in designing, creating, testing, and compiling DEVELOPED SOFTWARE on one computer or more, each with a single set of input devices, so long as such computer is used only by one DEVELOPER at any given time and not concurrently.

Under this license, the DEVELOPED SOFTWARE may be installed for use in any computer, provided the SOFTWARE RUNTIME is installed in one or more machines and its code is executed locally, in respect to the CPU(s) of those machines. Additionally, the machine(s) where the SOFTWARE RUNTIME is installed must be owned by you or, otherwise, exclusively operated by you.

You may not install or use the SOFTWARE on a computer that is a network server or a computer at which the SOFTWARE is used by more than one DEVELOPER. You may not network the SOFTWARE, or any component part of it, where it is or may be used by more than one DEVELOPER, unless you purchase an additional DEVELOPER SEAT for each DEVELOPER involved.

## YOUR REDISTRIBUTION LICENSE

You are hereby granted a limited, royalty-free, non-exclusive right to use the SOFTWARE to design, create, develop, and test DEVELOPED SOFTWARE, on the express condition that, and only for so long as, you fully comply with all terms and conditions of this EULA.

The SOFTWARE is licensed to you on a developer seat license basis, where a single license may include one or more DEVELOPER SEATS. Each DEVELOPER SEAT grants a single DEVELOPER the right to perform an installation of the SOFTWARE for use in designing, creating, testing, and compiling DEVELOPED SOFTWARE on one computer or more, each with a single set of input devices, so long as such computer is used only by one DEVELOPER at any given time and not concurrently.

Under this license, the DEVELOPED SOFTWARE may be installed for use in any computer, provided the SOFTWARE RUNTIME is bundled with it and installed and executed locally, in respect to the CPU(s) that runs the DEVELOPER SOFTWARE.

You may not install or use the SOFTWARE on a computer that is a network server or a computer at which the SOFTWARE is used by more than one DEVELOPER. You may not network the SOFTWARE, or any component part of it, where it is or may be used by more than one DEVELOPER, unless you purchase an additional DEVELOPER SEAT for each DEVELOPER involved.

## GENERAL LICENSING TERMS

The DEVELOPED SOFTWARE shall incorporate the SOFTWARE RUNTIME as an integral part of the DEVELOPED SOFTWARE in a machine language-compiled format (customarily an ".exe" or ".dll," etc.). You may not distribute, bundle, wrap, or subclass the SOFTWARE and/or SOFTWARE RUNTIME as DEVELOPED SOFTWARE which, when used in a "design-time" development environment, exposes the programmatic interface of the SOFTWARE and/or SOFTWARE RUNTIME. You may distribute, if your specific license allows it, SOFTWARE RUNTIME with DEVELOPED SOFTWARE only.

Users of the DEVELOPED SOFTWARE may not use the SOFTWARE or the SOFTWARE RUNTIME, directly or indirectly, for development purposes. In particular, if you create a component (or a control) using the SOFTWARE RUNTIME as a constituent component, you are not licensed to distribute the component you created with the SOFTWARE RUNTIME to users for development purposes.

In all cases:

- You may not use Efran Cobisi's name, logo, or trademarks to market your DEVELOPED SOFTWARE without the express written consent of Efran Cobisi.
- You may include the following product copyright notice in your DEVELOPED SOFTWARE documentation and/or in the "About Box" of your DEVELOPED SOFTWARE and wherever the copyright/rights notice is located in the DEVELOPED SOFTWARE:

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- You agree to indemnify, hold harmless, and defend Efran Cobisi, its suppliers and resellers, from and against any claims or lawsuits, including attorney's fees that may arise from the use or distribution of your DEVELOPED SOFTWARE.
- You may use the SOFTWARE and the SOFTWARE RUNTIME only to create and run DEVELOPED SOFTWARE that cannot compete with the SOFTWARE and/or the SOFTWARE RUNTIME themselves.
- You may use the SOFTWARE and the SOFTWARE RUNTIME only to create DEVELOPED SOFTWARE that does not expose the functionality of the SOFTWARE and/or the SOFTWARE RUNTIME through a programmable interface, such as, but not limited to, APIs and Web services.

## REFERENCES FOR MARKETING PURPOSES

Unless you submit to Efran Cobisi a written request that your company and/or your Website may not be used for marketing purposes, you hereby grant Efran Cobisi the right to mention your company and/or your Website as a customer site in all of its marketing materials, including, but not limited to, Efran Cobisi's Websites, brochures, leaflets, emails, and press releases in any media format, whether electronic or printed. Such use may include listing your Website, linking to your Website, and/or displaying your company's logo as part of such listings or links.

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Subject to the terms and conditions of this EULA, the licenses are perpetual. Updates and upgrades to the SOFTWARE and/or SOFTWARE RUNTIME may be provided by Efran Cobisi from time-to-time, and, if so provided by Efran Cobisi, are provided upon the terms and conditions offered at that time by Efran Cobisi in his sole discretion. Efran Cobisi may provide updates and upgrades to the SOFTWARE and/or SOFTWARE RUNTIME for free or for any charge, at any time or never, and through his chosen manner of access and distribution, all in Efran Cobisi's sole discretion.

## RUNTIME LICENSE KEY

With your license, you will be issued a unique license key (the "**Runtime License Key**") used for the activation of the SOFTWARE RUNTIME. The Runtime License Key is subject to the restrictions set forth in this EULA and may not be disclosed or distributed either with your DEVELOPED SOFTWARE or in any other way. The disclosure or distribution of the Runtime License Key constitutes a breach of this EULA, the effect of which shall be the immediate termination and revocation of all the rights granted herein.

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If you are using a time-limited trial copy, specifically designated as such by Efran Cobisi on the website <http://cobisi.com> or elsewhere, then the licenses are limited as follows:

- a) you are granted a license to use the SOFTWARE and SOFTWARE RUNTIME for a period of thirty (30) days, counted from the day of the download (the "**Evaluation Period**");
- b) upon completion of the Evaluation Period, you shall either
  - i) delete the SOFTWARE from the computer containing the installation, or you may
  - ii) obtain a paid license of the SOFTWARE from Efran Cobisi
- c) any DEVELOPED SOFTWARE developed with the time-limited trial copy may not be distributed or used for any commercial purpose.

## PART III - INTELLECTUAL PROPERTY

### COPYRIGHT

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### GENERAL LIMITATIONS

You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that applicable law expressly permits such activity notwithstanding this limitation.

### SOFTWARE TRANSFERS

You may not rent or lease the SOFTWARE. You may permanently transfer all of your rights under the EULA, provided that you retain no copies, that you transfer all the SOFTWARE (including all component parts, the media and printed materials, any updates, upgrades, this EULA and, if applicable, the Certificate of Authenticity), and that the transferee agrees to be bound by the terms of this EULA. If the SOFTWARE is an update or upgrade, any transfer must include all prior versions of the SOFTWARE.

### TERMINATION

Without prejudice to any other rights he may have, Efran Cobisi may terminate this EULA and the licenses if you fail to comply with the terms and conditions contained herein. In such an event, you must destroy all copies of the SOFTWARE and all of its component parts.

## PART IV - WARRANTIES AND REMEDIES

### LIMITED WARRANTY

Efran Cobisi warrants that:

- (i) he has the full power to enter into this Agreement and grant the license rights set forth herein;
- (ii) he has not granted and will not grant any rights in the SOFTWARE to any third party which grant is inconsistent with the rights granted to you in this EULA; and
- (iii) the SOFTWARE does not and will not infringe any trade secret, copyright, trademark or other proprietary right held by any third party and does not infringe any patent held by any third party.

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### LIMITED REMEDY

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Efran Cobisi's entire liability and your exclusive remedy under this EULA shall be, at Efran Cobisi's sole option, either:

- (a) return of the price paid for the SOFTWARE;
- (b) repair the SOFTWARE through updates distributed online or otherwise in Efran Cobisi's discretion; or
- (c) replace the SOFTWARE with SOFTWARE that substantially performs as described in the SOFTWARE documentation.

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EFRAN COBISI BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF EFRAN COBISI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CERTAIN CASES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**



## PART V - MISCELLANEOUS

### THIS IS THE ENTIRE AGREEMENT

This is the Entire Agreement. This EULA (including any addendum to this EULA included with the SOFTWARE) is the final, complete and exclusive statement of the entire agreement between you and Efran Cobisi relating to the SOFTWARE. This EULA supersedes any prior and contemporaneous proposals, purchase orders, advertisements, and all other communications in relation to the subject matter of this EULA, whether oral or written. No terms or conditions, other than those contained herein, and no other understanding or agreement which in any way modifies these terms and conditions, shall be binding upon the parties unless entered into in writing executed between the parties, or by other non-oral manner of agreement whereby the parties objectively and definitively act in a manner to be bound (such as by continuing with an installation of the SOFTWARE, etc.).

### YOU INDEMNIFY EFRAN COBISI

You agree to indemnify, hold harmless, and defend Efran Cobisi and his suppliers and resellers from and against any and all claims or lawsuits, including attorney's fees, which arise out of or result from your distribution of your DEVELOPED SOFTWARE or from your breach of any of the terms and conditions of this EULA.

### INTERPRETATION OF THIS EULA

If for any reason a court of competent jurisdiction finds any provision of this EULA, or any portion thereof, to be unenforceable, that provision of this EULA will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this EULA will continue in full force and effect. Formatives of defined terms shall have the same meaning of the defined term. Failure by either party to enforce any provision of this EULA will not be deemed a waiver of future enforcement of that or any other provision. Except as otherwise required or superseded by law, this EULA is governed by the laws of Italy, without regard to its conflict of laws principles. In respect of any dispute which may arise concerning this EULA, the case will fall within the jurisdiction of the courts of Padova, Italy.