

CCV SoftPOS End-User Licence Agreement Terms





Parties and Acknowledgement

The End-User Licence Agreement (“Agreement”) is made between CCV Group B.V., a company incorporated and registered in The Netherlands with registered company number 090445274 whose registered address is at Westervoortsedijk 55, 6827AT Arnhem (“We”, “Our”, “Us”); and you (“You”, “Your”).

By Installing the CCV SoftPOS app from the Google Play Store” you (A) acknowledge that you have read and understand this agreement; (B) represent that you are of legal age to enter into a binding agreement; and accept this agreement and agree that you are legally bound by its terms. if you do not agree to these terms, do not use the application and delete it from your device.

1. Licence grant.

Subject to the terms of this Agreement, We grant You a limited, non-exclusive, nontransferable, revocable licence to download, install and use the CCV SoftPOS mobile device software application (“Application”), any patches, updates or supplements to it, and, to support Your permitted use of the Application, any related online or electronic documentation (“Documentation”) on, an Android mobile device that has been supplied from the manufacturer with Google Play Store installed (“Your Device”) strictly in accordance with this Agreement and the Documentation.

2. Privacy.

Under data protection legislation, we are required to provide You with certain information about who we are, how we process Your personal data and for what purposes and Your rights in relation to Your personal data and how to exercise them. This information can be found at <https://www.ccv.eu/nl/over-ccv/algemeen/privacy/> and it is important that You read that information.

3. Terms of Google Play Store also apply.

The ways in which You can use the Application and Documentation may also be controlled by rules and policies of the Google Play Store. Google Play Store rules can be found at [Google Play Terms](#). These rules and policies will apply instead of these terms where there are differences between this Agreement and the relevant App Store rules.

4. Device system requirements.

To use this Application, Your Device is required to comply with the policy as defined here: Supported Devices which may be updated from time to time, as deemed necessary by our LICENSOR (as defined below).

5. Support.

If You wish to learn about the Application or have any problems using it, please contact the CCV SoftPOS pilot team (details in your agreement).

6. Licence restrictions.

In consideration of the licences granted to You in this Agreement, You agree that You shall not: (a) copy the Application, except as expressly permitted by this license; (b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Application; (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof; (d) remove, delete, alter or obscure any Trademarks or any copyright, patent or other intellectual property or proprietary rights notices from the Application, including any copy thereof; or, (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time.

7. Reservation of rights.

You acknowledge and agree that: a) the Application is provided under licence, and not sold, to You; b) You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the licence granted, and subject to all terms, conditions and restrictions, under this Agreement (“Your Right”); and c) apart from Your Right, all other proprietary rights in the Application and any Documentation supplied to You in relation to the Application are retained by and are the exclusive property of our licensor.

8. Updates.

Our licensor may from time to time in its sole discretion automatically update or, enhance functionality, reflect changes to the operating system or address security issues. Such updates may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, “Updates”). Updates may also modify or delete in their entirety certain features and functionality. You agree that our licensor has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. When prompted, You shall promptly

download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should You fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

9. Termination.

9.1

This Agreement will automatically terminate and You will no longer be permitted to use the Application if Your Device is no longer receiving security updates from the manufacturer or other relevant party, and there is a vulnerability that compromises the security of the Application that cannot be mitigated without a patch. In these circumstances, we may remotely access Your Device and disable or remove the Application from it.

9.2

If You violate any of the terms of this Agreement in a material way, Your rights under this Agreement will immediately terminate and our licensor will terminate Your access to the Application.

10. Suspension.

Notwithstanding anything to the contrary contained in this Agreement, if there is an emergency security issue, then our licensor may automatically suspend Your use of the Application. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the emergency security issue.

11. Changes to these Terms.

If the terms of this Agreement may change by the single act of us uploading a new version to our website. Where possible, You will be given notice directly or indirectly notifying You of a change when You next start the Application. Your continued use of the Application will indicate Your acceptance of the new Terms. If You do not accept the notified changes You will not be permitted to continue to use the Application.

12. Assignment.

We may transfer our rights and obligations under these terms to another organisation. We will notify You in writing electronically if this happens and We will ensure that the transfer will not affect Your rights under this Agreement.

13. Third party rights.

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement other than to our licensor.

14. Invalidity.

Each of the paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15. No waiver

If We delay in enforcing this Agreement, we can still enforce it later. If We do not insist immediately that You do anything You are required to do under these terms, or if We delay in taking steps against You in respect of Your breaching this contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date.

16. Governing law.

This Agreement and any non-contractual obligations arising in connection with it are governed by and construed in accordance with the laws of the Netherlands. The Dutch courts have exclusive jurisdiction to determine any dispute arising in connection with this Agreement, including disputes relating to any non-contractual obligations.

17. Disclaimer of warranties.

The application is provided to you “as is” and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, we, on our own and licensor’s behalf, expressly disclaim all warranties, whether express, implied, statutory or otherwise, with respect to the application, including all implied warranties of merchantability, fitness for a particular purpose, title and noninfringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, we do not on our own behalf or on licensor’s behalf provide any warranty or undertaking, nor make any representation of any kind that the application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected. 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 you.

18. Limitation of liability.

To the fullest extent permitted by applicable law, in no event will we or licensor, have any liability arising from or related to your use of or inability to use the application or the content and services for: (a) personal injury, property damage, lost profits, cost of substitute goods or services, loss of data, loss of goodwill, business interruption, technology failure or malfunction or any other consequential, incidental, indirect, exemplary, special or punitive damages; (b) direct damages in amounts that in the aggregate exceed the amount actually paid by you for the application. The foregoing limitations will apply whether such damages arise out of breach of contract, tort (including negligence) or otherwise and regardless of whether such damages were foreseeable or we or licensor were advised of the possibility of such damages. Some jurisdictions do not allow certain limitations of liability so some or all of the above limitations of liability may not apply to you.

19. Patent notices.

Our licensor (“LICENSOR”) is a UK based technology company and the creator and owner of the software in relation to which holds a number of granted patents, the details of which can be found at this Patents Database.





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