

TERMS AND CONDITIONS FOR USAGE AND DEVELOPMENT OF SOFTWARE

Article 1 – Scope of use and Distribution

The International EcorisQ Association (“Association”) is hereby granted a non-exclusive, non-transferable, and revocable license to use the software provided by a member or third party (hereinafter referred to as the “Initial Provider”) solely for activities aligned with the Association’s objectives. The Association may distribute the software to its members under a dedicated license, permitting use exclusively for:

1. commercial activities strictly linked to the application of the software,
2. educational purposes, or
3. research applications,

subject to annual renewal and compliance with these Terms and Conditions

Article 2 – Member Usage Restrictions and Penalties

Members receiving the software shall comply with the following restrictions:

1. Use as Provided: The software may only be used in the form and manner provided.
2. No Redistribution, Transfer, or Commercialization: Members shall not distribute, sublicense, commercialize, or otherwise transfer the software or any associated license to any third party.
3. No Modification or Concealment: Members shall not modify, adapt, or integrate the software into another interface or system in a way that conceals its origin.

Any breach of these restrictions constitutes a material violation and shall result in the immediate termination of the membership and access to the software and the obligation to pay liquidated damages of CHF 5000 plus all reasonable legal costs incurred by the Association.

Article 3 – Liability and Warranty

Software is provided “as is”, without warranties of any kind, express or implied, including merchantability, fitness for a particular purpose, or non-infringement. Neither the Association nor the Initial Provider shall be liable for any direct, indirect, incidental, consequential, or special damages arising from use of the software, even if advised of such possibility. Users assume all risks associated with its use.

Article 4 – Development and Improvements

The Association may allocate funds for the development of enhancements to the software or its user interface. In return, the Association shall receive the executables of improved versions of the software, which shall be subject to the scope of use, distribution rights, and usage restrictions set forth in Article 1 of these Terms and Conditions.

Article 5 – Intellectual Property Rights

All intellectual property rights to the software remain with the Initial Provider. Enhancements by or for the Association do not transfer ownership.