

Terms of Use

By entering this web site (the “Site”), you (“User(s)”) agree with the following Terms of Use.

These Terms of Use constitute a legally binding agreement between User, ScanSource, Inc. 6 Logue Court, Greenville, South Carolina, 29615, USA acting on its behalf and on behalf of its subsidiaries and affiliates (“ScanSource”) and MCL Technologies, a division of Zetes Industries SA, Da Vinci Science Park, Rue de Strasbourg 3, 1130 Brussels, Belgium (“MCL”).

This Site is intended to provide background information on different software applications developed by independent software providers (the “Service”).

1. DISCLAIMER

Although MCL and ScanSource make their best efforts to include on this Site information that they believe is current and accurate, neither MCL nor ScanSource make any representation or warranty as to the adequacy, accuracy, completeness or correctness of such information nor do they warrant or represent that the site shall be complete in every respect.

Neither MCL nor ScanSource shall have any liability resulting from the use of the information herein provided nor shall they have any liability for the absence of any specific information on this Site.

The Users of this Site expressly understand and agree that:

- The use of the Service is at the Users’ sole risk. The Service is provided on an “As Is” and “As available” basis;
- MCL and/or ScanSource expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement;
- Neither MCL nor ScanSource makes any warranty that : (i) the Service will meet Users’ requirements; (ii) the Service will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the Service will be accurate or reliable; (iv) the quality of any products, services, information, or other material purchased or obtained by the Users through the Service will meet their expectations; (v) any errors in the software will be corrected;
- Any material downloaded or otherwise obtained through the use of the Service is done at the Users’ own discretion and risk, and Users will be solely responsible for any damage to their computer systems or loss of data, or voiding of hardware manufacturer warranty that results from the download and use of any such material;

- No advice or information, whether oral or written, obtained by the Users from MCL and/or ScanSource or through or from the Service shall create any warranty not expressly stated on this Site.

2. LIMITATION OF LIABILITY

The Users expressly understand and agree that neither MCL nor ScanSource shall be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to, damages for lost profits, goodwill, use, data or other intangible losses (even if MCL or ScanSource has been advised of the possibility of such damages), incurred by the Users or any third party, regardless of the nature of the action, arising from their access to, or use of this Site or any hyperlinked web site, resulting from :

- The use or the inability to use the Service;
- The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service;
- Unauthorized access to or alteration of the Users' transmissions or data;
- Statements or conduct of any third party on the Service;
- Any other matter relating to the Service.

3. INTELLECTUAL PROPERTY RIGHTS

NAMES AND LOGOS

The names and logos of AppSource and ScanSource, as well as the names and logos of affiliated or related companies or manufacturers, that appear in this Site are trademarks and trade names protected by national and international laws.

The copyright on this Site belongs to MCL, through ZETES INDUSTRIES S.A, Da Vinci Science Park, Rue de Strasbourg 3, 1130 Brussels, Belgium..

SITE USER AGREEMENT

Users of this Site acknowledge and agree that the Service provided on this Site and any necessary software used in connection with the Service or that is available on the Site for download ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

Users further acknowledge and agree that Content contained in sponsor advertisements or information presented through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

Except as expressly authorized by MCL or advertisers, Users agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service, in whole or in part.

CONTENT

All images, text, programs, and other materials and content (collectively, the "Content") found within the Site and Service are protected by national and international copyright laws and other laws relating to the protection of intellectual and proprietary property.

Any commercial use of the Content is strictly prohibited, without the express written consent of MCL.

INFRINGEMENT

MCL and ScanSource respect the intellectual property of others, and ask the Users of the Site to do the same.

MCL and/or ScanSource may, in appropriate circumstances and at its discretion, disable and/or terminate the access to the Service, and passwords, account numbers or personal codes of Users who may be infringing the intellectual property rights of MCL or ScanSource or third parties.

If a User believes that their work or property rights have been copied or used by MCL in a way that constitutes copyright infringement, or that their intellectual property rights have been otherwise violated, they are requested to provide MCL with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that has been allegedly infringed;
- a description of where the allegedly infringing material is located on the Site;
- the address, telephone number, and email address of the claimant;
- a statement by the claimant that they have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by the claimant that the above information in their notice is accurate and that they are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

4. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources.

Because MCL has no control over such sites and resources, Users agree that MCL is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources.

MCL shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of, or reliance on, any such Content, goods or services available on or through any such site or resource.

5. CHANGES TO TERMS OF USE.

MCL and ScanSource reserve the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the Service. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this Agreement as "Additional Terms") will be effective immediately and incorporated into this Agreement. Your continued use of the AppSource web Site following such update or change will be deemed to constitute your acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference.