

# **Flamelink™ Beta release**

## **Terms & Conditions and Disclaimer**

## 1. Terms and Conditions

Responsive Digital has developed the Flamelink™ CMS including modifications, enhancements, improvements, updates, additions, derivative works, documentation and related material ("Software").

Flamelink™ grants to licensee a non-exclusive, non-transferable license to use the Software on a single computer access point at Licensee's business location solely for Beta testing and Beta use up until the 31st of December 2017 at no charge. In consideration for gaining access to the environment, the user agrees to serve as a "Beta user" for the Software and will notify Flamelink™ of all problems and ideas for enhancements which come to users attention during the period of this Agreement, and hereby assigns to Flamelink™ all right, title and interest to such enhancements and all property rights therein including without limitation all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.

The user agrees that Software is the sole property of Flamelink™ until it is officially released in December 2017 and includes valuable trade secrets of Flamelink™. Licensee agrees to treat Software as confidential and will not without the express written authorization of Flamelink™: Demonstrate, copy, sell or market Software to any third party; or Publish or otherwise disclose information relating to performance or quality of the Software to any third party; or Modify, reuse, disassemble, decompile, reverse engineer or otherwise translate Software or any portion thereof.

Flamelink™ is a prerelease code and is not at the level of performance or compatibility of a final, generally available product offering. Flamelink™ may not operate correctly and may be substantially modified prior to first commercial shipment, or withdrawn. Flamelink™ is provided "AS IS" without warranty of any kind. The entire risk arising out of the use or performance of Flamelink™ remains with the user. In no event shall Flamelink or Responsive Digital be liable for any damage whatsoever arising out of the use of or inability to use Flamelink™, even if Flamelink™ has been advised of the possibility of such damages.

The Licensee upon completion of the Beta test agrees to provide material, statistics, or information that is not deemed confidential to Licensee's business for use in press releases, customer testimonials, and as a reference in marketing and sales initiatives by Flamelink™. Licensee will provide a quote to Flamelink™ that may be used in a press release.

This License Agreement shall be governed, construed and enforced in accordance with the laws of the The Netherlands. Any notice required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested to above address or such other address as may be given from time to time under the terms of this notice provision. By registering for Flamelink™

You agree to be bound by these terms and conditions. This Agreement constitutes the entire and only agreement between the parties for Flamelink™ and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

Licensee shall comply with all applicable federal, state and local laws, regulations, and ordinances in connection with its activities pursuant to this Agreement. Failure of Flamelink™ to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.

If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

## 2. Disclaimer

Please note that this is a BETA release V0.8.0 and may have some cold spots. Thanks for your patience whilst we turn fire into Flame!!! Therefore since Flamelink™ is in Beta release and predominantly focused around the development based on market needs and early adopters feedback; we greatly appreciate any comments that you may have to help us make the beta release even better in driving to our V1 release in December. The below channels have been identified for providing feedback and to ensure that you have the best experience as possible. Granted that you may encounter some bugs in the environment. Please see some references in order to take the appropriate course of action and get the information that you require

- List of Known bugs
- [How to Log an issue](#)
- Slack support
- Community Support
- Terms and Conditions & Disclaimer

The app is still undergoing development and preparation for the V1 release in December. The website, its software, trademark and all content found on it are provided on an “as is” and “as available” basis. Flamelink does not give any warranties, whether express or implied, as to the suitability or usability of the website, its software or any of its content. Flamelink will not be liable for any loss, whether such loss is direct, indirect, special or consequential, suffered by any party as a result of their use of the Flamelink CMS or associated services, its software or content. Any downloading or uploading of material to the interface is done at the user’s own risk and the user will be solely responsible for any damage to any computer system or online storage repositories or loss of data that results from such activities. Should you encounter any bugs, glitches, lack of

functionality or other problems on the website, please let us know immediately so we can rectify these accordingly. Your help in this regard is greatly appreciated.

By registering and using the Flamelink service you agree to the disclaimer as set above.

Kind Regards the Flamelink Team

E : [feedback@flamelink.io](mailto:feedback@flamelink.io)