

License agreement  
for the use of free computer software by OpenSolution

Before starting to use the Software released by OpenSolution Zdzisław Zawada based in Goleszów, make sure to familiarize yourself closely with the content of this license Agreement. By first installing, running or using the Software in any way, you accept this Agreement with all its provisions.

§ 1

Definitions

In the content of this Agreement, the following words and designations should be understood as follows:

1. OpenSolution – OpenSolution Zdzisław Zawada based in Goleszowie, ul. Fabryczna 23/1, 43-440 Goleszów, REGON No: 240262286, VAT Registration No: PL5482377466, represented by Zdzisław Zawada.
2. User – a person, who in any way came into possession of the Software created by OpenSolution.
3. Agreement – this license agreement.
4. Software - Quick.Cms or Quick.Cart free computer software created by OpenSolution.
5. Use of the Software - any use of the Software by the User including downloading, installing, copying, logging on to the administration panel.
6. Website - single installation of the Software on an internet server available at one or multiple internet addresses.

§ 2

Subject of the Agreement, conclusion of the Agreement

1. The subject of this Agreement is granting to the User by OpenSolution a license for the Software on terms described in the following parts of the Agreement.
2. OpenSolution states, that they are the creator as well as the sole and exclusive entity entitled to grant license for the Software.
3. The Agreement regulates terms of use of the Software.
4. OpenSolution states, that they have the exclusive copyrights of the Software to the full extent, without any limitations to third parties with the explicit understanding, that the copyright does not extend to popular additional software included in the "plugins/" directory, which run under separate license agreements, and which the User should read.

5. The Agreement is concluded between OpenSolution and the User at the moment OpenSolution makes the Software available to the User or at the moment the User starts to use the Software.
6. Use of the Software constitutes acceptance of terms of the Agreement.

### § 3

#### Scope of use, limitations, penalties

1. OpenSolution, with unconditional reservation of the condition stated in pt 7 of this §, grants the User a free, indefinite, non-exclusive license for the Software on the territory of the entire world in the scope of use of the Software for the purpose of running a Website.
2. The User is obliged to use the Software according to its intended use and functionality.
3. In case of reuse or distribution of the Software, the User is obliged to explain terms of the Agreement to others.
4. The User is entitled to use the Software free of charge for private purposes and for profit (commercial use). At the same principle the User is entitled to modify the Software.
5. The User can make copies of the Software and distribute it, however only free of charge.
6. The Software is only licensed, not sold.
7. The condition and a necessary requirement of the license for the Software, according to section 1 of this §, is keeping in a visible place, that is the footer of each page generated by the Software, clear and visible information in a graphical form containing the text "powered by Quick.Cart" or "powered by Quick.Cms", which must be a link redirecting to the <http://opensolution.org/> website. It is prohibited to hide, diminish or modify in any way the displayed graphic file containing the Software's name.
8. It is unconditionally forbidden to remove (hide):
  - a) OpenSolution author information in the source code, for example `<meta name="generator" content="Quick.Cms..."` in the head section of the HTML code,
  - b) logotype and links redirecting to the OpenSolution website in the administration panel,
  - c) messages from OpenSolution in the administration panel,
  - d) information about the Software contained in the e-mail messages sent by the Software.
9. The User is not allowed to use the Software for illegal purposes.
10. In case of breach of any of this paragraph's provisions by the User or any other activities of the User to the detriment of OpenSolution, the User is required in each case to pay the

stipulated penalty to OpenSolution in the amount of 559 EUR (words: five hundred fifty nine EUR) for each infringement separately. OpenSolution may however claim compensation for the damage to the general principles, for damage arising from User's activities inconsistent with provisions of the Agreement if the amount of damage exceeds the stipulated penalty.

## § 4

### Scope of the license, liability

1. OpenSolution does not grant warranty for the Software. The User accepts, that the software is free and does not have any kind of warranty or technical support.
2. OpenSolution is not liable for damages that might occur as a result of factors independent of OpenSolution, actions of third parties or lack thereof, as well as the Software not being compatible with other software or servers.
3. OpenSolution is not liable for damages, defects and errors of the Software and effects they may have when the Software is used by the User or third parties illegally or incorrectly.
4. The User is entitled to use one version of the Software on not more than 3 Websites. In case the User wants to use the Software on more than 3 Websites, he or she is obliged to contact OpenSolution to determine individual conditions by e-mail: [info@opensolution.org](mailto:info@opensolution.org).
5. Every User using the OpenSolution Software is obliged to familiarize him or herself with the Agreement available electronically at all times at the [www.opensolution.org](http://www.opensolution.org) website, to keep its provisions, and in case of lack of their consent to any of its provisions to immediately cease use of the Software with reservation of content of paragraph 5.

## § 5

### Termination of the Agreement

1. The Agreement is terminated when the User stops to use the Software. Every User can terminate the Agreement at any time. Termination of the Agreement by the User obliges the User to stop using the Software immediately, and in case the Agreement is breached, to satisfy all of its stipulations in particular to compensate for damages.
2. In case the Agreement is breached by the User, OpenSolution will call the User to cease the breach and to compensate for damages. When the deadline set by OpenSolution expires with no effect, OpenSolution will be entitled to immediately terminate the Agreement. At that time the User is obliged to immediate cease of use of the Software as

well as immediate removal of the damages and compensation for them as he or she was called to. Further use of the Software by the User is equivalent to breach of the Agreement and obliges the User to immediately compensate for the damages.

3. Termination of the Agreement by the User does not create any obligations on OpenSolution.

## § 6

### Additional and final provisions

1. Any changes to the Agreement must be confirmed in a written or digital form, otherwise it will be considered invalid, they must be confirmed by both sides. Digital statement of intent for the purpose of this Agreement is equivalent to a written one.
2. Name and trademark of the Software are protected by law.
3. The Agreement is subject to and interpreted under the Polish law. Original text of the Agreement - <http://opensolution.org/licencje.html> in Polish is binding. This translation serves only as help with understanding the text for people who do not know the Polish language.
4. Disputes arising from this Agreement and not settled by negotiation, will be settled by an appropriate court.