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You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

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Delphi will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this web application:

- to the extent that this web application is provided free-of-charge, for any direct loss;
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- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Delphi has been expressly advised of the potential loss.

### **3.0 PRIVACY**

3.1 Information about you and your business

The information you provide are used only for the need of Delphi licenses management, orders management, invoicing and communication with you.

3.2 Information sharing

The information you supply to create your account and/or when placing an order, remain protected by Delphi and is never shared with any customer,

competitor or company within the same industry as yours.

3.3 Security of your information

3.3.1 By using an SSL software, Delphi secures the information exchanged with you. This can be seen in the License Renewal Tool URL starting by https://

3.3.2 It is your responsibility to sign out after having finished an order, when using a public or shared computer.

3.4 Access to your information

You can at any time, access and modify your personal and business information. This includes, but is not limited to the company name, the customer account number, the main contact name, the country, the post and electronic addresses and the password.

3.5 Accuracy of the information provided

It is your responsibility to verify and to ensure that the information he provides for account creation and in the ordering process is accurate and up to date.

3.6 Authorized access to the License Renewal Tool

3.6.1 Only Delphi direct customers can have access and be authorized to use the License Renewal Tool. Indirect customers and non-customers are prompted to contact their nearest Delphi distributor for any ordering of a Delphi product.

3.6.2 Only authorized Delphi personnel can access the information provided by the customer via the License Renewal Tool.

Unless otherwise stated, our current Privacy Notice applies to all the information we have about your business and your License Renewal Tool account.

If you have any concern about privacy on the License Renewal Tool, please contact Delphi with a detailed description of the issue.

Our Privacy Notice, our Web application Terms of Use and our Licensed Products Terms of Use may change without advance notice. Delphi recommends you read them regularly.

### **4.0 INFORMATION EXCHANGE WITH THE CUSTOMER**

4.1 When creating a License Renewal Account,

placing orders and requesting quotes, you are communicating with Delphi electronically. You consent to receive communications from Delphi, such as but not limited to, account related notifications and orders related notifications, in the electronic mail box you have specified during your account creation request or modification request.

4.2 The information you provide must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Delphi or a third party (in each

case under any applicable law).

You must not submit any user content to the web application that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Delphi reserves the right to edit or remove any material submitted to, hosted or published on this Web application, or stored on this Web application server.

## **5.0 DELPHI COPYRIGHT**

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5.2 It is strictly forbidden to copy, recompile or reuse any content available on the License Renewal Tool without a written authorization from Delphi. This excludes the distribution of the License codes to the End-User, whose contact details are provided during your License code distribution process.

## **6.0 YOUR ACCOUNT**

6.1 It is your responsibility to maintain the confidentiality of your account, username and password.

You agree to accept responsibility for any activity occurring under your account and/or password.

6.2 Delphi reserves the right to reject any account creation request, terminate existing accounts, remove or edit content and cancel products orders on its sole discretion.

## **7.0 ORDERS AND INVOICING**

7.1 You agree that any order placed in the License Renewal Tool and validated by Delphi will be invoiced against the account that has been used to do so.

7.2 It is your responsibility to ensure you have the latest version of the Delphi pricing, before placing an order on the License Renewal Tool.

7.3 Delphi makes it possible for you to request a quote before placing your order in the License Renewal Tool.

## **8.0 Final Clauses**

8.1 The right to access and use the License Renewal Tool will be terminated without notice if you breach one of the conditions above.

8.2 If you stop your business with Delphi, your access to this Web application will be deactivated.

8.3 The agreement set out in these conditions shall be governed and construed according to the laws of England and Wales.

8.4 These conditions will be translated in several languages.

In case of conflict between a translation and the English version, the latter will prevail.