

GRI Simulations Inc. Terms and Conditions

Preamble

This is an agreement between you, the user, and GRI Simulations Inc. regarding the purchase, download and use of GRI's VROV simulator and associated software. Please thoroughly read these Terms and Conditions before proceeding with the software, as your download and use of VROV and associated software constitutes your agreement to the terms and conditions set forth. Please see GRI's Privacy Policy for more important conditions of use.

Amendments to Terms and Conditions

GRI Simulations reserves the right to amend these terms and conditions at any time without notice, and the user is responsible for monitoring this document for any changes that may have occurred. Your continued use of the software after an update to these terms constitutes an agreement to the most recently published version of these terms.

Software

Use of the VROV software commits the user to the terms and conditions set forth in this document. In the course of your use of the software, GRI may share upgrades and additional software which will also be governed by the terms in this document. GRI is not responsible for any additional terms that may be required by the use of third-party software that may be used in connection with VROV.

GRI may be provided with personal information resulting from your use of the software. This information includes (but is not limited to) data regarding your system, graphics card, operating system, network address, or technical error details. Any information received is subject to GRI's Privacy Policy.

Software License

You will be provided with a limited, non-exclusive, and revocable license (one per purchase) to use the software under the terms and conditions set forth in this document. The user acknowledges that they have been granted a license and not a transfer of ownership in the software. Therefore, the user may not reverse engineer, copy, or otherwise tamper with any aspect of the software or software protection mechanisms of VROV.

Ownership and Copyright

All ownership and copyright of the software and its related products and services is retained by GRI Simulations.

Payment Terms

Authorization:

Any payment information provided to GRI Simulations by the user is a declaration that the user is the authorized owner of the credit card and account used in the payment. By completing a purchase you authorize GRI to charge your credit card or process your payment with a third party payment processor (CHASE Paymentech™). You are responsible for paying any taxes associated with the purchase and it is for this reason that you must provide details of your address. You agree that you will not use IP proxying or any other method to alter your real location or place of residence. Any evidence of IP tampering may result in a termination of purchase or access to your account by GRI.

Outstanding Charges:

You are responsible for all charges and purchases accrued through your account. If your account is cancelled, GRi reserves the right to collect any outstanding charges, fees or surcharges before cancellation is complete.

Related Charges:

You are responsible for all related charges in connection with downloading and using the software, including but not limited to, Internet service provider, telephone and other connection fees that may result from your use of the software.

Account Ownership

By registering for an account you are declaring that you are the sole owner and operator of the account. It is prohibited to resell or license your account to any third-party, and any such accounts will be considered forfeited, along with any software purchases made, by GRi.

You agree that your account is solely your responsibility. You are responsible for protecting your username and password and that you are accountable for any activity that occurs under your user name, including correspondence with GRi.

If you believe the confidentiality of your username or password information may be at risk, it is your duty to notify GRi as quickly as possible.

Changes to Subscription Based Services

GRi reserves the right to change, suspend or discontinue any of its subscription based services, including customer support and software updates. If GRi discontinues any of its services, there will be a prorated refund of any fees based on the months remaining in your contract.

Refunds

All services and software are provided on a non-refundable basis.

Suspension or Termination of Agreement

GRi may terminate the rights and conditions of this agreement without notice following a user's failure to comply with its terms. Reasons for suspension or termination of these terms includes (but is not limited to): violation of terms and conditions, substantial deviation from the user norm in usage of customer support and any fraud or misuse of the service terms.

General Terms:

GRi will not waive any of its rights due to a lack of enforcement of strict compliance with this agreement. The agreement may be amended without notice, but increases in fees will not affect the cost of your current plan during the course of its term. Continued use of the software and website constitutes agreement with any amendments made to the agreement as published in its most recent form.

Any additional products or services not encompassed by this agreement will be governed by its own set of terms and conditions.

Limitation of Liability:

GRi will not be held liable for the misuse of software or any damages arising from your use or inability to use the VROV software. Similarly, GRi will not be liable for any loss or damages resulting to the user's personal equipment or network from the use of GRi's software or website.

Privacy

GRI Simulations will make every reasonable effort to protect the personal information gathered by its website and software, including storing personal information in an encrypted manner on a secure server. However, the company is not responsible for any breach in its efforts to protect the personal information of its customers. For full details, please refer to GRI Simulation's Privacy Policy.

Renewal of Subscription:

Renewal of subscription will not occur on an automated basis. The user, at the end of his or her term, must purchase a further year's support and upgrade package in order to continue using the service.

Distributor Status:

All individuals and organizations registering as a Distributor are subject to verification by GRI. Registration of a Support and Maintenance contract is necessary to acquire Distributor status. These contracts must be renewed annually, and a notification will be sent to all distributors one month prior to expiration of their Support and Maintenance contracts.

Support and Maintenance:

Please refer to the "Support & Maintenance Contract for Online Sales" for details regarding terms and conditions of customer support. That agreement takes precedence over other agreements made with regards to provision of customer support and maintenance of software.

Contact Information

Questions or concerns regarding these Terms and Conditions or other legal documents should be directed to GRI's support service on Kayako: <http://grisim.kayako.com/>.

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