

# END USER LICENSE AGREEMENT

## 1 INTRODUCTION

This End User License Agreement ("EULA") is a legal agreement between you ("Licensee" or "You") and Cybermerc Pty. Ltd. ("Licensor" or "Cybermerc") for the use of the Cybermerc software product, including any associated media, printed materials, and electronic documentation (the "Software").

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- 3.2.6 Disclose the results of any benchmark tests or performance metrics of the Software without Cybermerc's prior written consent.



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## 7 LIMITATION OF LIABILITY

In no event shall Cybermerc be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, business interruption, loss of information, or any other pecuniary loss) arising out of the use of or inability to use the Software, even if Cybermerc has been advised of the possibility of such damages. In any case, Cybermerc's entire liability under any provision of this EULA shall be limited to the amount actually paid by you for the Software.

## 8 GOVERNING LAW

This EULA shall be governed by and construed in accordance with the laws of Australia, without regard to its conflict of law principles.



## 9 MISCELLANEOUS

### 9.1 Severability

If any provision of this EULA is held to be unenforceable, that provision shall be enforced to the maximum extent permissible to effect the intent of the parties, and the remainder of this EULA shall continue in full force and effect.

### 9.2 Amendments

Cybermerc reserves the right to amend this EULA at any time by providing notice to you. Your continued use of the Software following such notice shall be deemed acceptance of the amended EULA.

### 9.3 Entire Agreement

This EULA constitutes the entire agreement between you and Cybermerc with respect to the Software and supersedes all prior or contemporaneous understandings regarding such subject matter.

### 9.4 Waiver

The failure of Cybermerc to enforce any right or provision in this EULA shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Cybermerc in writing.

## 10 CONTACT INFORMATION

If you have any questions about this EULA, or if you want to contact Cybermerc for any reason, please write to:

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## ACCEPTANCE

By clicking "I Agree" or installing or using the Software, you acknowledge that you have read, understood, and agree to be bound by the terms of this EULA.