

# ZoomCharts© Custom Visuals for Microsoft© Power BI© EULA as of January 10, 2018

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2.3. DVSL has to ensure the Services only in cases You fully comply with the terms and conditions of this EULA and have fully made payment of all fees and remunerations.

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3.1. For the Licence granted to You according to this EULA You are obliged to pay the License fee in the amount and according the pricing terms and conditions published on [www.zoomcharts.com](http://www.zoomcharts.com).

3.2. For the Services to be provided to You according to this EULA You are obliged to pay the Service fee as the annual payment or as the monthly payment based on the selected Services Package for the Software in the amount and according the terms and conditions set forth with the Special Conditions of this EULA. The Service fee for particular Service Package is established regardless of the number or substance of Software updates and upgrades made available during the particular time period.

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3.5. In addition to the payments of fees set forth within this EULA, You are obliged to pay also the applicable taxes or duties, including the value added tax.

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4.1. When ordering and purchasing the Software within the homepage of DVSL operating at [www.zoomcharts.com](http://www.zoomcharts.com), You will create Your own account operating by means of e-mail address indicated by You and protected by the password selected by You. Such account will ensure Your access to Software acquired by You and other notices and communication sent to You by DVSL in relation to this EULA.

4.2. After the receipt of Licence Fee, DVSL will send to You an informative e-mail confirming the transaction. Immediately after receiving payment of Licence Fee by DVSL, access to Spreadsheet Analytics will be granted to You within Your Account in the homepage of DVSL operating at [www.zoomcharts.com](http://www.zoomcharts.com).

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8.2. DVSL shall not be obliged to undertake the liability for claims raised by any third persons because You have used the Software contrary to the terms of this EULA and/or You have otherwise violated the terms of this EULA.

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9.1. The LICENCE to use the Software and this EULA terminates immediately after the expiration of LICENCE term as set forth within Section 1.7.

9.2. You may terminate the LICENCE to use the Software and this EULA at any time by destroying the Software and documentation together with all copies in any form.

9.3. DVSL shall have the right to unilateral termination of the LICENCE to use the Software and this EULA with immediate effect by giving You a written notice, in case You have delayed any payment hereunder for more than 30 (thirty) days and failed to remedy such delay immediately after receipt of a respective reminder from DVSL.

10. APPLICABLE LAW AND FORUM. The laws of Latvia shall govern this EULA. The courts in Latvia shall settle any disputes arising out of or relating to this EULA.

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11.1. This EULA represents the entire agreement between You and DVSL relating to the Software and supersedes all prior oral or written communications, proposals, and representations with respect to its subject matter.

11.2. You shall not have the right to assign or otherwise transfer Your rights or obligations under this LICENCE except with the written consent of DVSL.

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2. [1.6. GC] The EULA becomes effective and binding upon downloading the free custom visuals from the Microsoft® Office® Store, DVSL operated zoomcharts.com site or anywhere else.

3. [1.7. GC] DVSL may perform online Licence validation to ensure that the Licence is used in line with conditions set forth by EULA.

4. DVSL does not provide and ensure to You any Premium Services.

6. [2.2. GC] DVSL may offer You to conclude the Service Level Agreement according to the terms and conditions used by DVSL at that time. The provision of such services by DVSL may be subject to additional services fees or other conditions.

7. [3.1. GC] DVSL grants the Licence and rights provided thereby for free without any obligation to pay any Licence Fee.

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2. [1.6. GC] DVSL may perform online Licence validation to ensure that the Licence is used in line with conditions set forth by EULA. Online Licence validation may be substituted with an expiration date in the Licence key itself.

3. [1.7. GC] The EULA becomes effective and binding upon when Your subscription is started. The subscription period starts immediately upon purchase of such Licence when DVSL has received the first payment of Licence fee and is automatically prolonged after selected number of months as chosen by You (1 or 12). This EULA is valid and binding upon You and DVSL as long as all and every payment of recurring Licence fee is duly settled by You and received by DVSL. This EULA and Your Licence terminates immediately if any recurring payment of Licence fee is overdue by more than 30 (thirty) calendar days.

4. [2.2. GC] DVSL may offer You to conclude the Service Level Agreement according to the terms and conditions used by DVSL at that time. The provision of such services by DVSL may be subject to additional services fees or other conditions.

5. [3.1. GC] Upon purchase of the Licence, You will be charged the amount which depends on the selected plan, user-seat count and payment term. Subsequently, You will be charged after selected number of months (either after one or twelve). If the respective payment of Licence fee is unsuccessful, DVSL will retry taking this payment for next 15 (fifteen) days. In case during these days the payment method does not become valid, DVSL will stop attempting to charge the respective Licence fee. Afterward You will have additional 15 (fifteen) days to setup a new payment method to ensure that DVSL receives the payment of Licence fee. Failure to update Your payment method will result in the termination of the EULA as set forth in Clause 2 of the Special Conditions.

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#### SPECIAL CONDITIONS OF EULA: PAID PERPETUAL LICENCE

The following Special Conditions of EULA shall supplement or amend the General Conditions of EULA. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions (GC) of EULA. The corresponding GC clause number is indicated in parentheses.

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5. [2.2. GC] DVSL may offer You to conclude the Service Level Agreement according to the terms and conditions used by DVSL at that time. The provision of such services by DVSL may be subject to additional services fees or other conditions.
6. [3.1. GC] Upon the purchase of the Licence, You will be charged the amount which is depends on the selected custom visuals and the amount of users.
7. [1.8. GC] DVSL may perform online Licence validation.
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