Notice to users: carefully read the following legal agreement. Use of the Easy Thumbnails software provided with this agreement (the "SOFTWARE") constitutes your acceptance of these terms. If you do not agree to the terms of this agreement, do not install and/or use this SOFTWARE. User's use of this SOFTWARE is conditioned upon compliance by user with the terms of this agreement.

1. License Grant

Fookes Software grants you a license to use the Easy Thumbnails software program (the "SOFTWARE") on any desktop/laptop computer as long as the terms of this agreement are respected. "You" means the company, entity, or individual installing or using the SOFTWARE. "Use" means storing, loading, installing, executing, or displaying the SOFTWARE. You may not run the SOFTWARE from a network server or operate it on a server as a process for another application without written permission from Fookes Software (contact us at <sales@fookes.com> for information). You may not modify the SOFTWARE or disable any licensing or control features of the SOFTWARE except as an intended part of the SOFTWARE's programming features.

2. Ownership

The SOFTWARE is owned and copyrighted by Fookes Software. Your license confers no title or ownership in the SOFTWARE and should not be construed as a sale of any right in the SOFTWARE.

3. Copyright

The SOFTWARE is protected by United States copyright law and international treaty provisions. You acknowledge that no title to the intellectual property in the SOFTWARE is transferred to you. You further acknowledge that title and full ownership rights to the SOFTWARE will remain the exclusive property of Fookes Software and you will not acquire any rights to the SOFTWARE except as expressly set forth in this license. You agree that any copies of the SOFTWARE will contain the same proprietary notices which appear on and in the SOFTWARE.

4. Unauthorized Use

You may not use, copy, rent, lease, sell, modify, decompile, disassemble, otherwise reverse engineer, or transfer the SOFTWARE except as provided in this agreement. Any such unauthorized use shall result in immediate and automatic termination of this license.

5. Bundling

In no case may the SOFTWARE be bundled with a hardware or software product without written permission from Fookes Software <sales@fookes.com> (La Petite Fin 27, CH-1637 Charmey, Switzerland).

6. Distribution

You are hereby licensed to make as many copies of the SOFTWARE as you wish; give exact copies of the original package of the SOFTWARE to anyone; and distribute the package of the SOFTWARE in its unmodified form via electronic means (Internet, BBS's, Shareware distribution libraries, CD-ROMs, etc.). You may charge a distribution fee for the package, but you must not represent in any way that you are selling the software itself.

Permission to distribute the SOFTWARE is not transferable, assignable, saleable, or franchisable. Each entity wishing to distribute the package must independently satisfy the terms of the distribution license.

7. U.S. Government Information

Use, duplication, or disclosure by the U.S. Government of the computer software and documentation in this package shall be subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.277-7013 (Oct 1988) and FAR 52.227-19 (Jun 1987). The Contractor is Fookes Software, La Petite Fin 27, CH-1637 Charmey, Switzerland.

8. Limited Warranty

This SOFTWARE is provided on an "as is" basis. Fookes Software disclaims all warranties relating to this SOFTWARE, whether expressed or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. Neither Fookes Software nor anyone else who has been involved in the creation, production, or delivery of this SOFTWARE shall be liable for any indirect, consequential, or incidental damages arising out of the use or inability to use such SOFTWARE, even if Fookes Software has been advised of the possibility of such damages or claims. The person using the SOFTWARE bears all risk as to the quality and performance of the SOFTWARE.

Some jurisdictions do not allow limitation or exclusion of incidental or consequential damages, so the above limitations or exclusion may not apply to you to the extent that liability is by law incapable of exclusion or restriction.

In no event shall any theory of liability exceed the license fee paid to Fookes Software.

9. Severability

In the event of invalidity of any provision of this license, the parties agree that such invalidity shall not affect the validity of the remaining portions of this license.

10. No Liability for Consequential Damages

In no event shall Fookes Software or its suppliers be liable to you for any consequential, special, incidental, or indirect damages of any kind arising out of the delivery, performance, or use of the SOFTWARE, even if Fookes Software has been advised of the possibility of such damages. In no event will Fookes Software's liability for any claim, whether in contract, tort, or any other theory of liability, exceed the license fee paid by you, if any.

11. Governing Law

This agreement shall be governed by the laws of Switzerland, excluding the application of its conflicts of law rules, and shall inure to the benefit of Fookes Software and any successors, administrators, heirs, and assigns. Any action or proceeding brought by either party against the other arising out of or related to this agreement shall be brought only in a COURT of competent jurisdiction located in Switzerland. The parties hereby consent to in personam jurisdiction of said courts. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

12. Inspection and Testing

You agree and acknowledge that you will thoroughly inspect and test the SOFTWARE for all of your purposes upon commencement of your use. Any suit or other legal action, claim, or any arbitration relating in any way to this agreement or software covered by it must be officially filed or officially commenced no later than 90 days after your first use of the software.

13. Entire Agreement

This is the entire agreement between you and Fookes Software, which supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this license.

14. Reserved Rights

All rights not expressly granted here are reserved to Fookes Software.