Please read this End User License Agreement carefully before you complete the installation process and before you use the ENDGAME GEAR Configuration software for the first time. By using this software (including the installation process), you declare your consent with the terms and conditions of this Agreement. If you do not agree with these terms and conditions, you are not allowed to complete the installation or use the software.

End User License Agreement

This End User License Agreement (hereinafter "Agreement") is an agreement between you (hereinafter "User") and the Pro Gamersware GmbH (hereinafter „PGW"), a German limited liability company with its main offices located at Gaußstraße 1, 10589 Berlin, Germany. Unless explicitly otherwise agreed, these terms and conditions apply exclusively.

This Agreement regulates the provision and usage of PGW's ENDGAME GEAR Configuration Software (hereinafter "Software") on a **cost-free-basis**.

If you enter into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity and its affiliates to these terms and conditions. If you do not have such authority, or if you do not agree to the terms and conditions of this Agreement, you may not install or use this Software. These terms and conditions also apply to updates and additions to the Software made by PGW, unless otherwise specified in the delivery.

1. Grant of Rights

1.1 PGW grants the User a personal, non-transferable, free, non-exclusive, revocable license to use the Software on User's devices according to these terms and conditions.

1.2 The User is permitted to save and use the Software on an end device (e.g. PC, laptop, mobile phone or tablet). The User is responsible for ensuring that the device meets the minimum requirements of the Software. The User ensures that the Software is only used in accordance with the requirements of this Agreement.

1.3 Unless provided by applicable, mandatory law, the User may not do and may not request, support or authorize third parties to do the following:

1.3.1 edit, change, modify, adapt, translate or otherwise change the Software in whole or in part, nor allow all or part of the Software to be combined with or integrated into other Software, decompile, disassemble, or reverse engineer the Software, or try to do such things,

1.3.2 reproduce, copy, distribute, sublease, resell or use the Software for any other commercial purposes,

1.3.3 allow third parties, to use the Software in the name of or for the benefit of others,

1.3.4 use the Software in any way, which infringes applicable local, national or international law,

1.3.5 remove or change existing copyright notices or registration features, such as registration numbers in the Software.

2. Data Security Measures

2.1 The User is advised to verify whether the installation of the Software could lead to particular interferences with other software on User's devises, and further the User shall back up User's data prior to the first installation and first usage. The User must take all reasonable additional security measures in the event of a suspected software error. The User must, at all times, take all necessary and appropriate data backup precautions and ensure that the data can be reconstructed with reasonable effort from data material that is kept available in machine-readable form.

2.2 The User must protect any copies of the Software from being accessed by unauthorized third parties.

3. Intellectual Property and Reservation of Ownership

3.1 PGW reserves all copyrights, titles and rights of use to the Software and all subsequent updates and versions of the Software.

3.2 The Software's Ownership does not pass on to the User. PGW is the sole owner of the Software and any copies of the Software, as well as all trade secrets, patents, trademarks and other industrial property rights relating to the Software. All copies of the Software, in whatever form they were provided by PGW or made by the User, remain the property of PGW, and such copies are deemed to be "on loan" to the User during the license period.

3.3 The User acknowledges that only a limited right of use is granted in accordance with provisions of this Agreement. The User is not being granted any rights to the source code of the Software.

4. Import and Export Restrictions

This Software may be subject to import and export control regulations of different countries. The User will comply with the applicable import and export control regulations of the Federal Republic of Germany, the European Union and the United States of America as well as all other relevant regulations.

5. Term and Termination

5.1 This Agreement is effective from the date on which the Software is installed or from the date on which this Agreement is accepted and is concluded for an indefinite time period. The Agreement ends with its termination by either party.

5.2 The User may terminate the Agreement by deleting the Software or by declaring the termination towards PGW.

5.3 PGW can terminate the Agreement and the authorised use immediately, especially if the User does not comply with a provision of this Agreement. After such termination, the rights granted by this Agreement terminate immediately and the User has to delete the Software as well as any backup copies.

6. Warranties

The statutory provisions of German donation law apply.

7. Liability and Statute of Limitations

7.1 Due to the cost-free nature of the Software, PGW makes no assurances regarding the future availability of the Software or related updates and rejects any liability for lack of availability or the removal of the Software or updates. PGW declines all responsibility for maintaining and providing support for the Software.

7.2 In accordance with the statutory provisions, PGW is solely liable for compensation of injuries to life, limb or health, for damages according to applicable product liability regulations and for damages caused by wilful intent or gross negligence on the part of PGW, whereby PGW shall not be liable for lost profits, indirect damages, consequential damages and claims third-party-claims.

7.3 A contributory negligence on the part of the User will be of consideration when assessing PGW's liability. Contributory negligence on the part of the User according to this Agreement shall be assumed in the case of non-compliance with the User's rights and obligations.

7.4 The limitation period for claims made by Users, who are not private end users, shall be one year from the start of the statutory limitation period.

7.5 Any further liability and a liability beyond the legally required liability are excluded in all cases.

7.6 The above limitations of liability also apply to the personal liability of employees, representatives and organs of PGW.

8. Applicable Law

8.1 This Agreement and all disputes arising from or in connection with this Agreement are governed by the law of the Federal Republic of Germany. The provisions of the UN Sales Convention and the conflict-of-law rules are excluded.

8.2 If the User is a merchant or a legal entity under German public law, or if the User does not have a general place of jurisdiction in Germany or Europe, then the exclusive place of jurisdiction for all disputes arising from this Agreement and the contractual relationship with PGW is Berlin.

8.3 In other cases, the place of jurisdiction for disputes arising from or in connection with this Agreement and the contractual relationship with PGW is the User's domicile or general place of residence.

9. Dispute Resolution

The European Commission provides a platform for out-of-court online dispute resolutions (OS). This gives private consumers the opportunity to resolve disputes in connection with their online orders without the intervention of a court. The OS platform can be reached under the following link: https://ec.europa.eu/consumers/odr. PGW is neither obliged nor willing to take part in a dispute settlement procedure before a consumer arbitration board.