

ONCAM CAMERA CONFIGURATION TOOL

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- online documentation ('the Documentation').

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SYSTEM REQUIREMENTS: Details of the system requirements required to install and run this software can be found here: <https://www.oncamgrandeye.com/resources/c-series-camera-config-tool/>

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- 7.2 You acknowledge that the Software may include open source software of a third party and that the disclaimers and limitations described in clauses 6 and 7 apply to such software. Details of such software and the relevant licenses can be found here: <https://www.oncamgrandeye.com/c-series-cct-3rd-party-licences/>
- 7.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors, or for fraud or fraudulent misrepresentation.
- 7.4 You acknowledge that the Software has not been developed to meet your specific requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

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- 8.1 Your rights under this Licence will terminate automatically without notice from us if you fail to comply with any term(s) of this Licence. You may terminate this Licence at any time by written notice to us.
- 8.2 Upon termination for any reason:

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9. COMMUNICATION BETWEEN US

If you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email to support@oncamgrandeye.com. We will confirm receipt of this by contacting you in writing, normally by email.

10. HOW WE MAY USE YOUR PERSONAL INFORMATION

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes, and your rights in relation to your personal data and how to exercise them. This information is provided in <https://www.oncamgrandeye.com/privacy-policy/> and it is important that you read that information.

11. OTHER IMPORTANT TERMS

- 11.1 We may transfer our rights and obligations under these terms to another organisation.
- 11.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 11.3 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
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- 11.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaching the terms of the contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

12. GOVERNING LAW AND JURISDICTION

These terms are governed by the law of England and Wales and you agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Licence.

END OF TERMS AND CONDITIONS