

# MidiSoft.pl Terms and Conditions

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- 1. The provisions of the Civil Code apply to the conclusion of contracts and other commercial transactions using the Internet.*
- 2. The parties to the agreements are natural persons, legal entities, and organizational units without legal personality who place orders for software, hereinafter referred to as Clients.*
- 3. By concluding a contract, the Client does not acquire any property copyrights to the computer program within the meaning of the Act of February 4, 1994 on Copyright and Related Rights, but only the computer program along with the software license on the terms specified in the software license.*
- 4. The subject of the contract is the sale of computer software delivered in electronic form, for which a hardware key is required to run. The hardware key is the Client's USB flash stick indicated when placing the order.*
- 5. Through the website, the customer can view the price offer and product description, as well as download and test demo versions, where the only locked feature is the saving of the resulting file..*
- 6. In case the description contained in the offer is not sufficient, the Client can ask a question at the email address provided or by phone.*
- 7. Once the programme has been run and tested in the demo version, the customer can order the full version of the programme including the licence via OrderSoft.exe, which is available at [www.midisoft.pl/en/](http://www.midisoft.pl/en/) under the Buy Now link.*
- 8. Order fulfillment takes place after prior payment according to the price list. In case of non-payment within 7 days, the order loses its validity and is canceled.*
- 9. Placing an order does not entail the Client's acquisition of a claim for the delivery of the program. Delivery of the full version of the program takes place no earlier than on the day of payment.*
- 10. To contracts for the sale of programmes with a licence concluded at a distance, the provisions on withdrawal from a contract by a consumer (Act of 2 March 2000 on the protection of certain consumer rights) apply, with the exception of the right to return (Art. 10, paragraph 3, items 4 and 5 of the Act). Pursuant to these provisions, the customer may withdraw from the contract without stating a reason by making a corresponding statement in writing within 10 days of receiving the goods. However, this only applies to computer programmes that have been delivered in physical form and whose original packaging has not been tampered with by the customer. If the customer has purchased a licence without media, downloading the full version of the software is tantamount to tampering with and/or opening the original packaging. Accordingly, the return of software delivered in electronic form is not possible.*
- 11. The demo versions have all the functions and tools of the full version programmes with the exception of saving the file. The customer therefore has the opportunity to check the software before purchasing it.*