

Vincenta Terms of Use

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1. Introduction

These Terms of Use ("Terms") govern your download, installation and use of Vincenta ("the Software"), developed and distributed by Vincenta Ltd, a company registered in England and Wales (Company Registration Number: 17407840) with its registered office at Suite A, 82 James Carter Road, Mildenhall, IP28 7DE ("Vincenta", "we", "our" or "us").

By downloading, installing, activating or otherwise using the Software, or by obtaining an activation key for it, you agree to be bound by these Terms. If you do not agree to these Terms, you must not obtain an activation key, download, install, activate or use the Software.

2. Licence Grant

Subject to these Terms, Vincenta grants you a non-exclusive, non-transferable, perpetual licence to install and use the Software on the compatible TI-Nspire™ CX calculator for which the Software has been licensed and activated.

Unless expressly stated otherwise, each Personal Licence authorises installation and use on one calculator only.

3. Calculator-Based Licensing

Each Vincenta licence is permanently associated with the unique Product ID of a single compatible TI-Nspire™ CX calculator.

Once activated, a licence cannot be transferred to another calculator except where Vincenta expressly agrees otherwise in writing.

Each additional calculator requires its own licence.

4. Perpetual Licence

Your purchase grants a perpetual licence to use the version of Vincenta supplied at the time of purchase, together with any maintenance updates made available for that major version.

Vincenta does not require a subscription or recurring annual fee in order to continue operating.

Future major versions introducing significant new functionality may be offered as optional paid upgrades. Purchasing an upgrade is entirely optional.

5. Permitted Use

Subject to these Terms, you may:

- use the Software for your own navigation, training or educational purposes;
 - install and use the Software on the licensed calculator;
 - make one reasonable backup copy of the Software for your own personal use;
 - install maintenance updates released for your licensed version.
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6. Restrictions

Except where permitted by applicable law, you must not:

- redistribute, sell, rent, lease, lend, sublicense or otherwise make the Software available to any third party;
 - copy the Software except as expressly permitted by these Terms;
 - modify, adapt, translate or create derivative works based upon the Software;
 - reverse engineer, decompile or disassemble the Software;
 - remove, alter or obscure any copyright notices, licence information or proprietary markings;
 - share, publish or distribute your activation key or any licence credentials.
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7. Ownership

The Software is licensed, not sold.

All copyright, database rights, trademarks and all other intellectual property rights in the Software and its accompanying documentation remain the exclusive property of Vincenta and its licensors where applicable.

Nothing in these Terms transfers ownership of the Software or any intellectual property rights to you.

8. Replacement Calculators

Vinenta licences are intended for permanent use on the calculator for which they were purchased.

Where a calculator is permanently lost through genuine hardware failure, accidental damage, loss or theft, Vincenta may, at its sole discretion, issue a replacement licence upon receipt of reasonable supporting evidence.

Nothing in these Terms obliges Vincenta to provide a replacement licence free of charge.

9. Updates

Vincenta may from time to time release maintenance updates, bug fixes, compatibility improvements and documentation updates.

Nothing in these Terms obliges Vincenta to develop future features, enhancements or new versions of the Software.

10. Navigation Disclaimer

The Software is provided solely as an electronic celestial navigation aid.

Your use of the Software is subject to the separate **Vincenta Navigation Disclaimer**, which forms part of these Terms.

You acknowledge that Vincenta is intended only as a supplementary computational aid and must not be relied upon as the sole or primary means of navigation.

11. Limitation of Liability

To the fullest extent permitted by applicable law, Vincenta shall not be liable for any indirect, incidental, consequential, special or economic loss or damage arising out of or in connection with the installation, activation, use, misuse or inability to use the Software.

Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded or limited under the laws of England and Wales.

12. Termination

These Terms continue indefinitely unless terminated.

These Terms terminate automatically if you materially breach their provisions.

Upon termination, you must cease using the Software and destroy all copies in your possession.

Termination does not affect any rights or obligations accrued before termination.

13. Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of England and Wales. Subject to any mandatory consumer protection laws that apply in your country of residence, the courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with these Terms.

14. Entire Agreement

These Terms, together with the Vincenta Navigation Disclaimer, Privacy Policy and Licensing Policy, constitute the entire agreement between you and Vincenta relating to the licensing and use of the Software.

If any provision of these Terms is found to be invalid, unlawful or unenforceable, the remaining provisions shall continue in full force and effect.