

Product Licence Terms

We are Foxley Software Pty Ltd (trading as Foxley Marketplace)], a company registered in Australia, ACN 600 688 702.

Our address is L4, 405 Collins Street, Melbourne Victoria, 3000, Australia

You are: Anyone who buys a Licence from us.

These are the agreed terms

These Product Licence Terms are supplemental and additional to the terms and conditions (the “T&C”) relating to use of Our Website. By buying or using any Licensed Product, you agree to be bound by them.

Definitions

In this agreement, the definitions in the T&C apply. In addition, the following words shall have the following meanings, unless the context requires otherwise:

“Copy or Publish”	with reference to a Licensed Product, means reproducing or publishing in whole or in part, using any means, in any medium. It includes breaking up, changing, cropping or any other change or use as part of some other created work.
“Restrictions on Use”	means first, the restrictions set out in this agreement and second, all restrictions or limitations arising from choices you made at the time of purchase. These may relate to limitations on use, territory, duration, or any other choice which defines the Licensed Product.
“Third Party Owner”	means an owner of a Licensed Product which is not owned by us.
“Licence”	means a licence granted by us to you in the terms of this agreement for use of a Licensed Product.
“Licensed Product”	means any product, material or thing offered for Licence by us on Our Website, whether or not

bought by you. A reference to "Product" shall be a reference to all or part of a Product or to a Product changed by you in any way.

1. Interpretation

The interpretation and definition provisions of the T&C apply also to this agreement.

2. The Licence

- 2.1. You confirm that you have authority to enter into this agreement and have obtained all necessary approvals to do so.
- 2.2. In entering into this contract you have not relied on any representation or information from any source except that on Our Website.
- 2.3. We do not offer the Licensed Products in all countries. We may refuse a Licence if you live in a country we do not serve.
- 2.4. If any information you give us is inaccurate, your Licence is automatically terminated and no refund of money will be due to you.
- 2.5. Subject to the terms of this agreement, we grant to you a Licence to use a Licensed Product.
- 2.6. This Licence is limited by the Restrictions on Use. You agree to comply with all Restrictions on Use no matter how communicated to you.
- 2.7. No express or implied licence of the Licensed Product or any other material is granted to you other than the express Licence granted in this agreement.
- 2.8. Any continuation of your Licence by us or by you after the expiry of one year is a new contract in the terms then shown on Our Website. Your continued use of our Licensed Product after that shall be deemed acceptance by you of the changed Product, system and/or terms.

3. Limitations and permissions on Licences

- 3.1. You must not sub-license a Licensed Product.
- 3.2. You must not Copy or Publish a Licensed Product except as specifically allowed in this agreement.
- 3.3. You may not allow any other person to use a Licensed Product except in the situation or context for which you have bought it.
- 3.4. You may not represent or give the impression that you are the owner or originator of any Licensed Product.
- 3.5. You may not remove any identification or reference number or other information which may be embedded in any file of a Licensed Product.
- 3.6. Every publication or appearance of a Licensed Product on a website must be protected as far as the law allows by separate, specific or general provisions against copying or publishing. We allow you to use the definition of "Copy or Publish" used in this agreement.
- 3.7. You may not use a Licensed Product:
 - 3.7.1 except for the use specified at the time of purchase;
 - 3.7.2 in a context which is pornographic;
 - 3.7.3 containing a human model in any way which might degrade that person in the eyes of a reasonable viewer;
 - 3.7.4 in part or as a whole, as a logo or otherwise to incorporate it in any intellectual property of yours;
 - 3.7.5 in an application for mobile/cell phone use, except as part of a marketing programme based on a website;
 - 3.7.6 for a secondary use, for example on social networks.

4. Freedom to use

Despite the above limitations, you may copy a Licensed Product:

- 4.1. once for the purpose of system maintenance or to show or share with some other person who has a business interest in it;

- 4.2. to a contractor of yours whose contract is to work on the project or purpose for which you have bought the Licensed Product. In this case the Licence extends only to that project or purpose. If this happens, you remain liable to us in every way for the acts and omissions of your contractor. We advise you to obtain an appropriate agreement from your contractor to protect you in this regard.

5. Copyright and other Intellectual Property

- 5.1. You agree that at all times you will:
 - 5.1.1 not to cause or permit anything which may damage or endanger our title to any Licensed Product or other Intellectual Property or the title of any Third Party Owner whose work has been made available to us as a Licensed Product;
 - 5.1.2 notify us of any suspected infringement of the Intellectual Property.
- 5.2. If you use a Licensed Product in a way not allowed by this agreement we may take legal action anywhere in the World. If loss to us or any other person results from your wrongful action, you will be liable to pay.
- 5.3. If we terminate the Licence on account of your breach, you agree that you will:
 - 5.3.1 immediately stop using the Licensed Product;
 - 5.3.2 destroy all copies of the Licensed Product in your possession or control;
 - 5.3.3 destroy any work of yours derived from a Licensed Product.
- 5.4. To give us assurance that you are using the Licensed Product in accordance with the terms of the Licence, you agree that you will give us copies of your works and materials containing or using a Licensed Product. We will give you 15 days notice of this requirement. You agree also to provide access to relevant pages which have restricted access or are fire-walled.
- 5.5. If we reasonably believe that you are using a Licensed Product outside the scope of this Licence, you agree to provide written confirmation of your compliance, in a form to be drawn by us.

6. Assignment

6.1. You may not assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this agreement without our prior written consent, except that:

6.1.1 You may assign and transfer all your rights and obligations under this agreement to any person to which you transfer all of your business, provided that the assignee undertakes in writing to the other party to be bound by your obligations under this agreement.

7. Third Party Owners and additional restrictions

Some Products offered for Licence on Our Website are owned by Third Party Owners and not by us. Where that is indicated, the following additional provisions apply:

7.1. the price of the Licence includes a sum payable by us to the Third Party Owner;

7.2. you have no obligation to make payment to the Third Party Owner;

7.3. we are the agent of the Third Party Owner and accept all obligations and liability to you in connection with the Licensed Product;

7.4. you remain liable to the Third Party Owner, through us, for compliance with this agreement;

7.5. in any event when you may be liable to the Third Party Owner for breach of this agreement, you will indemnify us for all cost and liability arising from our relationship with the Third Party Owner, our acting as his agent, or your buying a Licensed Product owned by him.

8. Miscellaneous matters

8.1. At any time if we decide in our absolute discretion that you have failed to comply with any of the terms of this agreement, we reserve the right to terminate this agreement without refunding to you any payment made.

- 8.2. In some jurisdictions you may not use a human image without the consent of that person. That may apply to any person or only to a model. The permission is generally known as a “release”. You alone are responsible for obtaining any necessary release and for paying any fees due.
- 8.3. Our Licensed Products are marked on Our Website with a notation as to whether a release may be necessary. If not marked, you may take it that the Licensed Product in question has been released.
- 8.4. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.