

PRODUCT LICENCE STATEMENT

ZUPELZ

This is a legal agreement between you (the Customer) and ORIGO Education (the Licencor) that provides the terms and conditions of this non-exclusive Licence and the limited Warranty for the above Product. Use of the Product indicates an acknowledgement that you have read and agreed to be bound by the terms and conditions of this Agreement. If you do not agree to these terms and conditions, return the Product to the place of purchase within 15 days of the date of purchase (with proof of purchase) for a full refund.

1 Licence Grant

You do not receive title to the Product. Copyright of the Product (which includes all images and text incorporated in the Product, and any accompanying materials) is owned by the Licencor and/or its suppliers and is protected by international copyright laws. The Licencor grants you a non-exclusive licence to use the Product subject to the terms and conditions set out in this Agreement.

2 Multi-User Licence

As a Purchaser of this Product, you may

- (i) install the Product on the server in your school/institution and use it simultaneously on multiple computers within your school/institution networked to that server;
- (ii) use the Product on multiple computers within your school/institution by inserting the CD-ROM into the computer's CD-ROM drive;
- (iii) physically transfer the Product from one computer to another, within your school/institution and personal computers of staff employed by that school/institution;
- (iv) reproduce the blank grids and progress chart that form part of the Product in complete pages, with the copyright notice intact, for the purposes of classroom use authorised by the Licencor.

You must not

- (i) modify, adapt, translate, reverse engineer, decompile or disassemble the Product or create derivative works based on the Product;
- (ii) lease or transfer all or any part of your rights under this Agreement;
- (iii) remove or alter any copyright or other proprietary notice or label attached to the Product;
- (iv) except where express permission has been granted, make any copies by any means technological, electronic or digital whatsoever without the written permission of the Licencor;
- (v) transfer the Product to computers outside your school/institution, or personal computers of non-staff members.

3 Termination

Any failure to comply with the terms and conditions of this Agreement (including, without limitation, unauthorised copying of the Product) will result in automatic termination of this Licence. Upon termination of this Licence for any reason, you must destroy or return to the Licencor all copies of the Product and any accompanying materials.

4 Warranties

The Licencor makes no express warranties about the Product. The following exclusions and limitations apply to the extent permitted by applicable law in your jurisdiction.

The Licencor excludes all implied warranties about the Product. The Licencor excludes all liability for any damage, whether direct, indirect, special or consequential arising in any way out of the use of or in relation to the Product.

Where the preceding paragraph cannot legally operate, the Licencor's liability for any breach of the Warranty or any term implied by law in this Licence is limited to

- (i) in the case of services, the cost of having the services supplied again;
- (ii) in the case of goods, the lowest cost of replacing the goods, acquiring equivalent goods, or having the goods repaired.

By accepting the terms of this Licence you warrant that you have not relied on

- (i) any representations made by your supplier or the Licencor other than those expressly set out in this Licence;
- (ii) any descriptions, illustrations or specifications contained in any document including any catalogues or publicity produced by or for your supplier or the Licencor.