

Licence Terms

We, Pablander Industries Pty Ltd, as Licensor, are providing you with resources, tools and our services on the following Licence Terms:

1.1 Upon purchase, we grant you a non-exclusive, personal, non-transferable license to our resources, content and materials (together 'Resources') which are proprietary to us and licensed to you for your own business and/or own private use only.

1.2 You are not permitted to:

(a) copy or reproduce the Resources or any part of the Resources other than in accordance with the license granted in these Terms; or

(b) sell, resell, rent, lease, loan, supply, distribute, redistribute, publish or re-publish the Resources or any part of the Resources;

provided that nothing in this clause will prohibit or restrict you from using the Resources as advertised and as expressly permitted by applicable law.

1.3 You are permitted to:

(a) use the Resources to create your own derivative works;

(b) re-use the Resources multiple times without royalties; and

(c) sell, distribute, share commercially or publically any derivative works you create using our Resources.

1.3 Each party owns and will continue to own all Intellectual Property that was proprietary to them prior to using the Resources. You are free to use and own the intellectual property in whatever you create using our Resources but at no time own or have the right to sell or share any of our Resources without our express written permission. All Intellectual Property Rights in the Resources are and will remain, as between the parties, the property of Pablander Industries Pty Ltd as Licensor. In the event of any dispute of Intellectual Property Rights, the Licensor retains and have full rights solely for any investigation, defense, settlement and discharge of any such claim by any third party.

1.4 You must not permit any other person to use the Resources or to exercise any of the other rights granted by the Licensor to you in this Licence.

2. Warranties

2.1 The Licensor warrants:

(a) that the use of the Resources by you in accordance with the terms of this Licence does not knowingly infringe the Intellectual Property Rights of any third party; and

(b) we will at all times abide by the Australian Consumer law requirements in relation to the Resources including but not limited to the re-supply or refund of any goods or services in accordance with Schedule 2 of the Competition and Consumer Act 2010 (Cth).

2.2 The Licensor does not warrant:

(a) that the Resources provided will operate uninterrupted or be error-free. There may be periods where, for technical or operational reasons the Resources may be inaccessible or that we may have to cancel the service as a result of the technical or operational issues; and

(b) that the Resources will be free from loss, viruses, corruption, hacking, security breaches or other such events which may constitute a Force Majeure Event for which we disclaim any liability for any such issue or event. You are solely responsible for backing up your systems, information and software.

3. Limitation of Liability

The Licensor will not be liable to you or any third party, to the extent permitted by law, in tort (including negligence), contract, equity, under statute or otherwise for any business or personal losses, such as loss of or damage to profits, data, income, revenue, pure economic loss, use, production, anticipated savings, business, contracts, commercial opportunities, goodwill, Force Majeure Event, death or personal injury.

We will at no time not be liable to you in respect of any special, indirect, or consequential loss or damage including but not limited to any loss or corruption of any data, database or software.

In any case, our aggregate liability to you will not exceed the purchase price of the Resources.