

MATTR Wallet SDK Licence Agreement

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These terms and the licence granted under them expires on the earlier of:

- (a) 180 days from the date on which you first download, install, copy or otherwise use or access the software; and
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For the purposes of the licence granted under these terms, and subject to clause 5, the only permitted purpose of the software is non-commercial, non-production, use including use in non-production proof of concepts and demonstrations.

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- (b) in the case of copying, such copying is for permitted purpose as set out in clause 4.

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- (e) You must notify us in writing immediately after becoming aware of any circumstance which may suggest that any person may have unauthorised knowledge, possession or use of the software.

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- (b) Even where open source software is governed by other licence terms, the limitations of liability set out in clause 12 will continue to apply as between you and MATTR, except to the extent that any such limitations are prohibited by applicable law.

9. Termination for breach

If we notify you in writing that you have breached any of these terms, you must remedy that breach to our reasonable satisfaction within 14 days of receiving our notice. If you don't do so, we may terminate this agreement for breach immediately by written notice to you.

10. Other rights to terminate

We can terminate these terms at any time, for any reason or no reason at all, by giving you written notice of termination.

11. Changes to these terms

We may amend these terms at any time, with notice to you. By continuing to use the software after such notice, you agree to the terms as amended. If you do not agree to the terms as amended, you must immediately cease your use of the software.

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- (b) To the maximum extent permitted by law, except as expressly provided in these terms, the software is provided on an "as is" and "as available" basis, without express or implied warranties, guarantees or conditions of any kind.
- (c) To the maximum extent permitted by law, we will not be liable to you for any losses, damages, costs or claims arising out of these terms, the software, or your use of or inability to use the software, whether in contract, tort (including negligence), breach of statutory duty or otherwise.
- (d) If, despite the exclusion of liability in clause 12(c), we are found to be liable to you under or in connection with these terms, our liability will be limited to NZD\$50.00 in aggregate.
- (e) We will not be liable to you under or in connection with these terms for any lost profit, revenue, savings, business, data or goodwill, or for consequential, indirect, incidental or special damages or losses of any kind.
- (f) Except where we have entered into a separate written agreement with you, the software is not provided with support services of any kind.
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These terms and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with the laws of New Zealand and the parties submit to the non-exclusive

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14. General

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- (b) Any reference in these terms to “including” and similar expressions are not used as, nor are they intended to be, interpreted as words of limitation.
- (c) These terms constitute the entire agreement between you and us about the software and supersede any prior agreement or understandings between you and us and any prior representation or warranty given or made by you or us.
- (d) We will only have waived a right or remedy under these terms if we have signed a written waiver. Any failure or delay by us in exercising a right or remedy under these terms or at law is not a waiver and will not prevent our further exercise of that, or of any other, right or remedy.