

IN-TCdwn04

Licence to use downloaded products

Licence agreement

These are the terms and conditions subject to which we license any of our products to you. By using any product, you agree to be bound by them.

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We are [merchant name], a company registered in [country], number [Company
]. []

GST Registration Number: [Number]

You are: Anyone who buys a licence

It is now agreed as follows:

1. Definitions

In this agreement, the following words shall have the following meanings,

:

“Commercial Licence” means a Licence for use other than Editorial Use and Website Use. It is a non-transferable, worldwide, right to reproduce the Licensed Product a specified number of times or period of time [

/

,
].

“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,

,

“Editorial Licence” means a non-exclusive, non-transferable, worldwide, right to reproduce the Licensed Product an

“Goods” means a Licensed Product contained in a hard

“Intellectual Property” means intellectual property owned by us, of every sort, whether or not registered or registrable in any

country, including all Licensed Products, intellectual property of kinds coming into existence after today;

“Licence” means a licence granted by us to you in the terms of this

“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

“Marketing Licence” means a non-exclusive, non-transferable, worldwide, right to reproduce the Licensed Product an unlimited number of times in connection with one or more

“Our Website” means all of the hardware and software installation that

“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

“Third Party Owner” means an owner of a Licensed Product which

“Website Licence” means a non-exclusive, non-transferable, worldwide, right to reproduce the Licensed Product an unlimited number of times on or in connection with a single website for an

2. Interpretation

In this agreement the following terms apply unless

:

- 2.1. all Restrictions on Use shall be incorporated into this agreement
- 2.2. a reference to a person includes a human individual, a corporate entity and any organisation
- 2.3. a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a
- 2.4. in the context of permission, "may not" in connection with an
- 2.5. the headings to the paragraphs and schedules (if any) to this agreement are inserted
- 2.6. any agreement by any party not to do or omit to do something includes an obligation not to allow some
- 2.7. a reference to an act or regulation includes new law of substantially the same
- 2.8. all money sums mentioned in this agreement are calculated net of GST, which
- 2.9. these terms and conditions apply to all supplies of Products by us. They
- 2.10. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or

3. The Licence

- 3.1. You confirm that you have power to enter into this agreement [and have].
- 3.2. In entering into this contract you have not relied on any representation or information
- 3.3. We do not offer the Services in all countries. We may refuse a Licence if
- 3.4. If any information you give us is inaccurate, your Licence is automatically terminated and no
- 3.5. Each Licensed Product is marked on Our Website as to whether it is a Commercial Licence, an Editorial Licence, a Marketing Licence or a Website Licence. You buy a Licence for one of these
- 3.6. Each Licensed Product is marked on Our Website as to whether the price is fixed or must be provided by us direct
- 3.7. Subject to the terms of this agreement, we grant to you
- 3.8. This Licence is limited by the Restrictions on Use and by the choices you have made which relate to time, extent, numbers, type of usage, and other matters,
- 3.9. No express or implied licence of the Licensed Product or any other material is granted to you

4. Limitations and permissions on Licences

- 4.1. You must not sub-license
- 4.2. You must not Copy or Publish a Licensed Product except

- 4.3. You may not allow any other person to use a Licensed Product except in the situation
- 4.4. You may not represent or give the impression that you are the
- 4.5. [Every publication or appearance of a Licensed Product must bear []].
- 4.6. You may not remove any identification or
- 4.7. Every publication or appearance of a Licensed Product on a website must be protected as
- 4.8. You may not use a Licensed Product:
 - 4.8.1 except for
 - 4.8.2 in a context which is pornographic;
 - 4.8.3 containing a human model in
 - 4.8.4 in part or as a whole,
 - 4.8.5 in an application for mobile/
 - 4.8.6 for a

5. The price

- 5.1. The prices payable

- 5.2. The price charged for any services may differ from
- 5.3. Prices are
- 5.4. Every payment for our services are non-refundable and cancellation and/

6. Freedom to use

Despite the above , :

- 6.1. once for the purpose of system maintenance ;
- 6.2. for which you have bought an Editorial Licence ;
- 6.3. to a contractor of yours whose contract is to work on the project or purpose for which you have bought the Licensed Product.

7. Third Party Owners and additional restrictions

Some Products offered for Licence on Our Website are

- 7.1. the price of the ;
- 7.2. you have no ;

7.3. we are the agent of the Third

;

7.4. you remain liable to the

;

7.5. in any event when you may be liable to the Third Party Owner for breach of this

8. Release of third party rights

8.1. In some jurisdictions you may not use a human image without the consent of that person.

“ ”

8.2. Our products are marked on Our Website with a notation as to

[]

8.3. In any event, we give no warranty that any Product may be used without

8.4. We are not liable to you in

8.5. Subject to the

8.5.1 we have used our reasonable efforts to

8.5.2 we have used our reasonable efforts to obtain an indemnity on your

8.6. If we tell you that some person has claimed

8.6.1 stop using the Licensed Product;

8.6.2 delete or remove from

8.6.3 ensure that every other copy of

8.7. In the event of any such circumstances as those in

9. Order cancellation and returns

This paragraph applies if Goods

9.1. Details of our after-sales

9.2. You may cancel your order at any time before we despatch

9.3. The option to cancel your order is not available if the Goods are made or altered to

9.4. After we have despatched the Goods, you may cancel your order provided that you notify us

9.5. If you cancel your order after we have despatched the Goods, you

9.6. You may not return shrink wrapped

9.7. To assist us in identifying your Goods on receipt by
[]

9.8. If you fail to return the goods, within 14 days,

9.9. We will refund your purchase money, including any delivery charge,
money 14

9.10. The law expects an expert to help a buyer to avoid buying a product

9.11. This paragraph does not

9.12. You have no right to cancel a Licensed Product

10. Defects

These provisions apply in

:

10.1. you should examine and trial each Licensed Product on receipt to check

10.2. if you do not tell us of any defect

10.3. before you return Goods to us, please carefully re-

10.4. the Goods must be

10.5. So far

10.5.1 in their original condition;

10.5.2 securely wrapped;

10.5.3 including our delivery slip;

10.5.4 at your risk and cost.

10.6. [The procedure for return of Goods is set out on](#)

[OR](#)

10.7. [You must tell us by email message to \[address\] you that you would like to return Goods, specifying exactly what Goods and](#)

10.8. In returning a faulty item please

10.9. If any defect is found,

11. Renewal payments

11.1. At least [four] weeks before expiry of the period for which you have paid, we shall

11.2. At any time before expiry of your subscription, you may

“ ”
[]

11.3. At expiry of your [Our Name] subscription we shall automatically take payment from

[]

12. Security of your credit card

12.1. We take care to make Our Website safe for you to use. Card

12.2.

13. Payment on running credit account

13.1. [1] ;

13.2. ;

13.3. ;

13.4. [1.5] ;

14. Disclaimers and limitation of liability

14.1. ;

14.2. ;

14.3. ;

- 14.3.1 useful to you;
- 14.3.2 of satisfactory quality;
- 14.3.3 fit for a particular purpose;

14.3.4

14.4.

14.5.

12

OR

14.6.

[0000].

14.7.

14.7.1 indirect or consequential loss; or

14.7.2

14.8.

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14.9.

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14.10.

15. You Indemnify Us

15.1.

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15.2. your breach of this agreement;

15.3.

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15.4.

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15.5.

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16. Copyright and other Intellectual Property

16.1. You agree that at all times you will:

16.1.1

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16.1.2

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16.2.

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16.3.

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16.3.1 immediately stop using the Licensed Product;

16.3.2

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16.3.3

16.4.

[14]

16.5.

17. Assignment

17.1.

17.2.

18. Miscellaneous matters

18.1.

18.2.

18.3.

18.4.

18.5.

18.6.

18.7.

18.7.1

18.7.2 terminate any Licence of a Licensed Product.

18.8.

18.9.

18.10.

18.11.

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It shall be deemed to have been delivered:

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72 ; :

24 ; :

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18.12.

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18.14.

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18.15.

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18.16.

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Explanatory notes

Licence to use downloaded products

Paragraph specific notes

Drafting notes referable to specific paragraphs

1. Definitions

We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. Most people do not read your terms (even if they have to “tick the box”). The people who do take the trouble to read them are likely to be the sort of people who expect the same attention to detail from you as they themselves give to their purchase of your goods or services. It therefore helps you to obtain

We use	You decide to change to
Licensed Product	Andrew’s Images
Our Website	The Jones Site / the Site

But if you do change the defined word, **make sure it applies to every use**

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

We have provided for four categories of licence. This provides the basis to enable you to offer different terms or prices for different uses of the same image or product. If you wish to offer only a single usage-price, then you can

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. These items are not “lawyer’s blurb”. Every item has been carefully considered in the context of this agreement and has been included for

3. The Licence

It is not safe to allow copyright works to

Be careful not to delete the reference

4. Limitations and permissions on Licences

These points are matters for your choice. You can delete what

The definition of “Limitations and permissions” refers also to your website. We assume that a buyer will be asked to make choices,

5. The Price

We have no comment

6. Freedom to use

Without these items basic requirements of a user will not be met. Some customers

7. Third Party Owners and additional restrictions

If you licence only your own products, delete this paragraph and the reference in the definitions paragraph 1. Otherwise, edit to fit the arrangements you have made with your owners. We have assumed

8. Release of third party rights

This is a difficult area, in practice and in law. Copyright in a photographic image may not be owned exclusively by the photographer. As an extreme example, sale or publication of a photo of a McDonald’s logo would undoubtedly breach the copyright of McDonald’s.

So this paragraph covers you in the event

”

9. Order cancellation and returns

If you never provide a physical object which

10. Defects

We have provided a sensible set of terms. However, the law everywhere provides that if you sell defective goods or services you are

We have added for your convenience provisions for returning which

11. Renewal payments

We have provided for auto renewal of the service provision. In law that provision is void unless

The best way to deal with this issue is to provide a warning to

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12. Security of your credit card

Provision of this info is evidence of permission

“

”

13. Payment on running credit account

There is no need to write into your terms, your requirements for giving credit. First, you need absolute flexibility and second, it is not

This provision will be

The mention of “not a penalty”

14. Disclaimers and limitation of liability

We have specified

You will see that we have also included in the provision for

15. You indemnify us

We

16. Copyright and other Intellectual Property

Although you cannot prevent some person from acting maliciously or unlawfully, this paragraph is drawn to give you the

“ ”

17. Assignment

Give careful thought to this. Consider the circumstances on both sides

18. **Miscellaneous matters**

A number of special points. We have identified each of these as

End of notes