

NZ-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 [trade name], a company registered in [country], number []
[]

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 Licence and Website Licence. 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

”Product” means a Licensed Product offered for sale through Our Website. It includes both soft copy downloaded or

"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 any website of ours, and includes all
"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 whether expressly included or not shall be deemed to be part of 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

3.9. No express or implied licence of the Licensed

4. Limitations and permissions on Licences

4.1. You must

4.2. You must not Copy

4.3. You may not allow any other person

4.4. You may not represent or

4.5. [Every publication or appearance

[]].

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 Product may differ from

5.3. Prices are inclusive of

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

In the event of any such circumstances as those in the last

,

9. Defects

These provisions apply in

:

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

, ;

9.2. if you do not tell us of any defect [15]

9.3. before you return a Product to us, please carefully re -

9.4. The Products must be returned to [15]

9.5. So far :

9.5.1 in its original condition;

9.5.2 securely wrapped;

9.5.3 including our delivery slip;

9.5.4 at your risk and cost.

9.6. [The procedure for return of Products is set out on](#)

[OR](#)

9.7. [You must tell us by email message to \[address\] that you would like to return any Product, specifying exactly which Product and](#)

9.8. In returning a faulty Product please

9.9. If any defect is found,

10. Security of your [credit card]

We take care

10.1. Card payments are not processed through pages controlled by us.

10.2.

11. Disclaimers and limitation of liability

11.1.

11.2.

11.3.

11.3.1 useful to you;

11.3.2 of satisfactory quality;

11.3.3 fit for a particular purpose;

11.3.4 , ,

11.4.

11.5.

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OR

11.6.

\$ [1 , 000].

11.7.

11.7.1 indirect or consequential loss; or

11.7.2

11.8.

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11.9.

[].

12. You indemnify us

12.1.

12.2. your breach of this agreement;

12.3.

12.4.

;

12.5.

13. Copyright and other Intellectual Property

13.1. You agree that at all times you will:

13.1.1

;

13.1.2

13.2.

13.3.

13.3.1 immediately stop using the Licensed Product;

13.3.2

;

13.3.3

13.4.

[15]

13.5.

14. Assignment

15. Miscellaneous matters

15.1.

15.2.

15.3.

15.4.

15.5.

15.6.

15.7.

1993and

15.8.

15.8.1

15.8.2 terminate any Licence of a Licensed Product.

15.9.

15.10.

15.11.

15.12.

[.]

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It shall be deemed to have been delivered:

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15.13.

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15.14.

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15.17.

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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

“Licensed Product”

“Our Website”

You decide to change to

“Sarah’s drawings” or “Soccer software”

“The Jones Site” / “ ”

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

Remember too, that when a word or phrase is defined, the defined meaning, capitalised, takes precedence over the

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.

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

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 license 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. Defects

We have provided a sensible set of terms .

We have added for

10. Security of your credit card

This short paragraph is intended primarily to re-

For payment you

11. Disclaimers and limitation of liability

We have given you very strong

The law is complicated and much depends

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

12. You indemnify us

We

13. Copyright and other Intellectual Property

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

“ ”

14. Assignment

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

15. Miscellaneous matters

We have identified each of these as important to protect you.

End of notes