

LICENCE AGREEMENT

Nelson Maths: Australian Curriculum NSW *Nelson Teaching Objects: Year 3*

ISBN: 9780170352970

(the Product)

This is a legal agreement between you (the Customer) and Cengage Learning Australia Pty Limited (ABN 14 058 280 149) (the Licensor) which provides the terms and conditions of this non-exclusive licence and the limited warranty for the Product. Use of the Product indicates an acknowledgement that the Customer has read and agreed to be bound by the terms and conditions of this Agreement.

1 Licence Grant

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

2 This Licence Allows

The scope of this Licence is set out below.

Site Licence

As a Purchaser of this Product you may:

- (i) Use the Product on any computer within your site. 'Use' means to operate the software by inserting the DVD into the computer's DVD drive;
- (ii) Make one back-up copy of this DVD.

You must not:

- (i) Modify, adapt, translate, reverse engineer, decompile or disassemble the Product or create derivative works based on the Product;
- (ii) Rent 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 or create derivative works based on the Product.

3 Termination

Any failure to comply with the terms and conditions of this Agreement will result in automatic termination of this Licence. Unauthorised copying of the Product will result in immediate termination of this Licence. Upon termination of this Licence for any reason, the Customer must destroy or return to the Licensor all copies of the Product and accompanying documentation.

4 Warranties

The Licensor makes no express warranties about the Product. To the extent permitted by law, the Licensor excludes all implied warranties about the Product that would otherwise be

implied by law as being part of this Licence. To the extent permitted by law, the Licensor 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, and to the extent permitted by law, the Licensor's liability for any breach of the warranty or any term implied by law into this Licence is limited to:

- (i) In the case of services, the cost of having the services supplied again; and
- (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 representation made by your supplier or the Licensor other than those expressly set out in this Licence; or
- (ii) Any descriptions, illustrations or specifications contained in any document including any catalogues or publicity produced by or for your supplier or the Licensor.

Any URLs contained in the Product were checked for accuracy during the production process. The Licensor cannot vouch for the ongoing currency of URLs.