



TERMS OF USE

Love Launnie Toolkit

These Terms of Use constitute the whole agreement between Cityprom Inc ABN 57 058 002 566 (“Licensor”) and organisation or person who accesses the Toolkit (“Licensee”) with respect to the downloading, possession, use and/or publication (“Use”) of any digital asset (“Asset”) in the Love Launnie digital Toolkit (“Toolkit”), and any physical copy of an Asset. These Terms of Use wholly supersede any prior negotiations, agreement or understanding.

2. Prohibition on Use

Assets may only be Used by or on behalf of Licensees. Use of an Asset by or on behalf of a person or organisation who is not, at the time of Use, a Licensee is strictly prohibited.

3. Grant of Licence

The Licensor grants to each Licensee a revocable, non-exclusive, non-transferable licence (“Licence”) to use the Assets solely in accordance with these Terms of Use.

4. Scope of Licence

Assets may be used for the purpose of:

- (a) promoting Launceston, Tasmania as a place to live, work, study, visit, trade with and invest in; or
- (b) promoting Launceston, Tasmania products and/or services.

Assets may not be Used for any other purpose.

5. Limitation on Use of Assets

5.1 An Asset must not be Used in a manner that is, or might reasonably be perceived as being, defamatory, scandalous, misleading, pornographic, unlawful, or otherwise damaging to the image or reputation of Launceston, Tasmania or the Licensor.

5.2 The Licence does not extend to, and does not permit, the use of any logo or trademark appearing in an Asset (other than incidental use occurring solely as a result of the Use of an Asset in accordance with these Terms and Conditions).

5.3 Each Licensee must:

- (a) not transmit an Asset to a third party, or permit a third party to Use an Asset, without the prior written consent of the Licensor; and
- (b) make all reasonable efforts to prevent the unauthorised disclosure of an Asset to, or the unauthorised Use of an Asset by, a third party.

5.4 A Licensee must not create more copies (whether physical or digital) of an Asset than the Licensee reasonably requires in order to use the Asset for the purposes described in clause 4 of these Terms of Use, provided that the Licensee may securely store one additional digital copy of the Asset for backup purposes. Without limiting the foregoing, Assets must not be Used:

- (a) to create, establish or form any part of an online interactive stock photo library; or
- (b) in relation to any business or operation similar to, or which might compete with, any operations of the Licensor, including but not limited to the provision of the Toolkit.

5.5 A Licensee must not modify an Asset in any way, or derive any new material from an Asset, without the prior written consent of the Licensor

5.6 The Licence does not include a right of sublicense, whether for financial gain or otherwise.

6. Disclaimer of Warranties

6.1 To the extent permitted by law, the Licensor excludes all warranties in respect of the Assets.

6.2 Without limiting clause 6.1 of these Terms of Use, the Licensor does not warrant:

- (a) the accuracy, completeness, currency, quality, or suitability for any purpose, of the Assets; or
- (b) that the Assets will be compatible with any hardware or software, or Useable in any format.

6.3 Each Licensee acknowledges and agrees that the Assets have not been prepared to meet the Licensee’s individual requirements and that it is therefore the responsibility of the Licensee to determine whether or not an Asset meets any such requirements.

7. Waiver of Rights of Recovery from the Licensor

The Licensee waives all rights to recover damages from the Licensor for any liability to the Licensee for all loss, damage or injury which may be suffered by the Licensee (including but not limited to damage attributable to a wrongful or negligent act or omission of the Licensor or damage to any of the Licensee's property or finances) arising from the Licensee's use of an Asset.

8. Indemnities

The Licensee indemnifies the Licensor against any loss, damage, or legal liability in respect of:

- (a) personal injury to, or death of, any person; or
- (b) damage to property; or
- (c) financial loss,

arising from the Licensee's use of an Asset, to the extent that such damage or loss is attributable to an act or omission of the Licensee or the Licensee's officers, employees, agents or contractors that is negligent, unlawful or in breach of these Terms of Use.

9. Applicable Law, Ownership of Assets and Terms of Use

9.1 The Licence, and these Terms and Conditions, are governed by the law of the State of Tasmania, Australia and the laws and regulations of relevant local government authorities. The parties submit to the jurisdiction of courts of Tasmania.

9.2 All intellectual property rights and any other rights in the Assets (and in any modifications to, or derivatives of, Assets) are owned by the Licensor and are protected by Commonwealth of Australia copyright laws, international treaty provisions and other applicable laws.

9.3 If required by the Licensor, a Licensee must sign all documentation required by the Licensor in order to give effect to clause 9.2 of these Terms and Conditions.

9.4 The Licensor retains all rights in the Assets.

10. Breach and Termination

10.1 A Licensee must notify the Licensor in writing as soon as practicable after the Licensee becomes aware of an actual or potential breach by any person or organisation of these Terms of Use.

10.2 A Licensee's Licence will terminate automatically and immediately upon the Licensee (or former Licensee).

10.3 Immediately following termination of a former Licensee's Licence, the former Licensee must:

- (a) stop using Assets, and
- (b) delete all digital Assets (including all digital copies of Assets) being Used by the former Licensee from all electronic media, and destroy (or, if directed to do so by the Licensor, return to the Licensor) all physical copies of the Assets being Used by the former Licensee.

10.4 The Licensor reserves the right to discontinue the availability of any Asset for any reason, whether or not the Licensor elects to replace (at its absolute discretion) the Asset with an alternate Asset. Upon notice from the Licensor to a Licensee of any discontinuance of availability of a particular Asset, that Licensee's Licence will cease to apply to the discontinued Asset and the Licensee must immediately cease all Use of the discontinued Asset in any manner or form whatsoever.

10.5 The Licensor will not be liable to a Licensee or former Licensee for any loss suffered or expense incurred due to:

- (a) the termination of a Licence; or
- (b) the discontinuation of the availability of any Asset.

10.6 The provisions of clause 10 of these Terms of Use survive the termination of a Licensee's (or former Licensee's) Licence.