

Full Licence Terms

Auz.it Australia – Health Purpose - Personal Licence – October 2013

Licence Terms

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Licence

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6. Limit of Liability

- a. To the full extent permitted by applicable law, and except for any liability arising from contrary agreement, in no event will the Licensor be liable to You on any legal basis (including without limitation, negligence) for any loss or damage whatsoever, including (without limitation):
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 - iii. any special, incidental, consequential, punitive or exemplary damages arising out of or in connection with this Licence or the use of the Work, even if the Licensor has been advised of the possibility of such damages.
- b. If applicable legislation implies warranties or conditions, or imposes obligations or liability on the Licensor in respect of this Licence that cannot be wholly or partly excluded, restricted or modified, the Licensor's liability is limited, to the full extent permitted by the applicable legislation, at its option, to:
- i. in the case of goods, any one or more of the following:
 - the replacement of the goods or the supply of equivalent goods;
 - the repair of the goods;
 - the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - the payment of the cost of having the goods repaired; or
 - ii. in the case of services:
 - the supplying of the services again; or
 - the payment of the cost of having the services supplied again.
- c. The *Competition and Consumer Act 2010* (Cth), and the corresponding State and Territory fair trading legislation, restrict the limitation of liability in certain circumstances, such as a contract for the supply of goods or services of a kind ordinarily acquired for personal, domestic, or household use. Clauses 6(a) and 6(b) cannot and are not intended to apply in circumstances where it is prohibited by law.

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This Licence and the rights granted to You under this Licence shall terminate automatically upon any breach by You of the terms of the Licence. Individuals or entities who have received a Collection from You pursuant to this Licence, however, will not have their licences terminated provided they remain in full compliance with those licences. Clauses 1, 2, 5, 6, 7, 8, 9, 10, 11, 12 and 13 shall survive any termination of this Licence.

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If any provision of this Licence is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Licence. Without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

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No term of this Licence shall be deemed waived and no breach consented to unless such waiver or consent is in writing and signed by the relevant party.

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This Licence constitutes the entire agreement between the parties. To the full extent permitted by law, there are no understandings, agreements or representations with respect to the Work not specified here. The Licensor shall not be bound by any additional provisions that may appear in any communication from You. This Licence may not be modified without the written agreement of the Licensor and You.

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