

DNAML ONLINE AUTHOR/PUBLISHER LICENCE AGREEMENT

1. Your relationship with DNAML

- 1.1 Your use of DNAML's products, software, services and websites (referred to collectively as the **DNAML System** in this document and excluding any services provided to You by DNAML under a separate written agreement) is subject to the terms of a legal agreement between You and DNAML. **DNAML** means DNAML Pty Ltd, ABN 65 095 281 173, an Australian corporation, whose principal place of business is Suite 4, Level 4, 189 Kent Street, Sydney, New South Wales 2000 Australia, legal_department@dnaml.com. This document explains how the agreement is made up, and sets out some of its terms.
- 1.2 Unless otherwise agreed in writing with DNAML, Your agreement with DNAML will always include, at a minimum, the terms set out in this document, including the items in the DNL DRM Administration System (*link*). These are referred to below as the **Universal Terms**.
- 1.3 Your agreement with DNAML will also include the terms of any Legal Notices applicable to the DNAML Services, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for You to read either within, or through Your use of, that Service.
- 1.4 The Universal Terms, together with the Additional Terms, form a legally binding agreement between You and DNAML in relation to Your use of the DNAML System. It is important that You take the time to read them carefully. Collectively, this legal agreement is referred to below as the **Terms**.

2. Accepting the Terms

- 2.1 In order to use the DNAML System, You must first agree to the Terms. You may not use the DNAML System if You do not accept the Terms.
- 2.2 You can accept the Terms by:
 - (a) clicking to accept or agree to the Terms, where this option is made available to You by DNAML in the user interface for the DNAML System; or
 - (b) by actually using the DNAML System. In this case, You understand and agree that DNAML will treat Your use of the DNAML System as acceptance of the Terms from that point onwards; and

In either instance, You must give DNAML on its request, any additional information or documents in any media, such as electronic or print media.

- 2.3 You may not use the DNAML System and may not accept the Terms if:
 - (a) You are not of legal age to form a binding contract with DNAML in the country in which You are resident or located; or
 - (b) You are a person barred from receiving the DNAML System under any relevant laws of any country including the country in which You are resident or located.

3. Definitions and Interpretation

3.1 In these Terms, the following words have the meaning next to them unless the context indicates otherwise.

Digital List Price means the sales price for a Title which You specify in the DNL DRM Administration System when You register Your Title or at any other time.

Distributor means DNAML resellers, distributors, Subsidiaries and Affiliates around the world including those specified in the DNL DRM Administration System.

DNAML End User Licence Agreement means the agreement containing the terms on which End Users acquire the Titles attached as the Annexure to the Terms.

DNAML Software has the meaning in clause 4.1(a).

DNAML System has the meaning in clause 4.1.

DNL DRM has the meaning in clause 4.1(b).

DNL DRM Administration System has the meaning in clause 4.1(d).

eBook Services has the meaning in clauses 1.1 and 4.2.

End User means all purchasers who acquire use and possession of the Titles through the DNAML System under a DNAML End User Licence Agreement.

Marketing Material means all relevant marketing, publicity and media kit materials produced by You for use by DNAML or its Distributors in selling the Titles.

Subsidiaries and Affiliates means DNAML subsidiaries and affiliated legal entities around the world.

Titles means:

- (a) Your content or other intellectual property which You or a third party converts into an eBook using the DNAML System; and
- (b) any cover, flaps and back cover, all content (including the preface, foreword, acknowledgements, index and all other components of any book or publication) of any book or other publication that comprise part of an eBook,

that You submit to and is accepted by DNAML.

Your Payment means the payment made to You comprising 85% of the Digital List Price for Your Titles sold by DNAML and its Distributors from which DNAML deducts any payments specified in the DNL DRM Administration System (link) including a transaction processing fee of USD\$0.50 per Title, Distributor commissions and any additional applicable taxes to be deducted according to clause 11.

3.2 In the Terms, unless a contrary intention appears:

- (a) All capitalised words in the Terms are defined terms;
- (b) Payments are to be calculated using the currency or currencies nominated in the DNL DRM Administration System unless specified otherwise in the Terms;
- (c) The headings or lack of headings of the clauses of the Terms have been assigned for convenience only and do not limit, define or affect the Terms;

- (d) Singular words include the plural and the other way round;
- (e) A reference to a person includes a natural person, corporation, incorporated association, statutory corporation, and any other type of legal entity;
- (f) The word “including” means “including but not limited to”;
- (g) Words and expressions defined in the Copyright Act and not separately defined in this Agreement have the meaning given to them in that Act.
- (h) Schedules and Annexures to the Terms form part of the Terms; and
- (i) The order of priority of the documents is:
 - (i) Additional Terms;
 - (ii) Universal Terms excluding any Schedules and Annexures;
 - (iii) Schedules to the Universal Terms; and
 - (iv) Annexures to the Universal Terms.

4. The DNAML System and Services

4.1 DNAML owns proprietary eBook software solutions, eBook security software, an eCommerce system, a distribution system and other associated digital products, the **DNAML System**, which:

- (a) use the DNL file format or **DNAML Software**, that is powered by the DNL Reader produced using Desktop Author or other software or upgrades
- (b) offers a protection and security system employed within the DNL format designed to secure the eBook content called the DNL Digital Rights Management or **DNL DRM**;
- (c) within the DNL DRM, allows an End User to activate the eBook using the DNL DRM eCommerce module or through key activation; and
- (d) provides an online administration system and a digital warehouse, the **DNL DRM Administration System**, which allows You to manage and sell Your Titles within the DNL DRM System using the features provided.

4.2 You may use the DNAML System for the **eBook Services**, to:

- (a) convert Your content or other intellectual property into eBook Title (directly or by a third party);
- (b) register Your Titles in the DNL DRM Administration System;
- (c) electronically control the use of Your Titles and protect against unauthorised access to or use of Your Titles;
- (d) market and sell Your Titles directly on DNAML’s Internet websites known as www.dnaml.com and www.eBook.com (*link*) (or other websites) or through its Distributors and You may nominate in and out of this option in the DNL DRM Administration System;
- (e) sell Your Titles from Your own website as DNAML’s Distributor using the DNL DRM Administration System;

- (f) enable the sales of Your Titles by distribution to End Users via the Internet or other similar electronic distribution platform and activation of Your Titles for the End User; and
- (g) receive Your Payment from the sales of Your Titles by DNAML and its Distributors.

5. Your Licence to DNAML

5.1 You give DNAML a worldwide, non-exclusive, transferable licence (with the right to sub-licence) to reproduce, adapt, modify, translate, publish, publicly perform, publicly communicate and distribute any Titles which You submit, post or display on or through the DNAML System, by submitting, posting or displaying the Titles on the DNAML websites. This licence is for the sole purpose of enabling DNAML (and its sub-licensees) to display, distribute including transmit, and promote Your Titles using the DNAML System.

Your licence to DNAML in clause 5 includes the right to:

- (a) use, reproduce, redistribute, republish or otherwise provide access to or deliver the Titles submitted by you and accepted by DNAML in any electronic medium using the DNAML System;
- (b) display or post Your Titles on the DNAML websites, or other ancillary websites, in any electronic distribution format or platform, including DNAML's System; and

design and administer a marketing campaign for Your Titles for DNAML (or its Distributors) according to Your instructions submitted online to DNL DRM Administration System and using Your Marketing Materials, if any, submitted by You online

The licence may be amended as specified in the DNL DRM Administration System (*link*) or the Additional Terms. Apart from this licence, You retain copyright and any other rights You already hold in Titles which You submit, post or display on or through, the DNAML System.

You agree that this licence includes a right for DNAML to make Your Titles available for sale by other companies, organisations or individuals with whom DNAML has relationships, such as its Distributors, for the provision of syndicated services, and to use Your Titles in connection with the provision of those services.

5.2 You agree that if any of Your Titles are activated using the DNL DRM eCommerce module rather than activation keys, the content of those Titles is subject to DNAML's approval and to the clauses 10.2 and 10.3 of the Terms.

5.3 You understand and agree that DNAML, in performing the technical steps for the eBook Services and to secure Your Titles, may, without changing the content of Your Titles in any way:

- (a) transmit or distribute Your Titles over various public networks and in various media; and
- (b) make such technical changes to Your Titles as are necessary to conform and adapt the Titles to the technical requirements of connecting networks, devices, services or media.

- 5.4 You confirm and warrant to DNAML that You have all the rights, power and authority necessary to grant the licence in this clause 5, to convert the Titles using the DNAML System, to distribute the Titles, and that such distribution is lawful, and will not infringe the intellectual property rights, or any rights of any third party.
- 5.5 You give DNAML a, non-exclusive licence to use Your name and any logo and the names, likenesses and biographies of the authors of Your Titles to promote the sale of Your Titles.
- 5.6 You must register Your contact information and Your Titles in the DNL DRM Administration System, and update these in the event of any changes.

6. Sale of Your Titles

- 6.1 When an End User agrees to the DNAML End User Licence Agreement (*link*) and pays for one of Your Titles or uses a valid activation key to activate one of Your Titles using the DNAML System, You authorise DNAML to give the End User a licence for the relevant Title on Your behalf.
- 6.2 You acknowledge that You have read and agree to the DNAML End User Licence Agreement (*link*) which forms part of these Terms.

7. DNAML Licence to You

- 7.1 DNAML gives You a personal, non-exclusive, non-transferable licence to use the DNAML System and eBook Services on the Terms.
- 7.2 In addition, when You download the DNAML Software, DNAML gives You a personal, non-exclusive, non-transferable licence to use the DNAML Software in managing Your Titles on the DNAML System. This licence does not include any licence of the Desktop Author or any later developed software or upgrades which are licensed on separate terms for each product.
- 7.3 DNAML may change the DNAML System at any time, including add to, improve and issue new versions of the DNAML System. DNAML may post a notice on its website or send an email of such changes, depending on the significance of the changes. You will use all reasonable efforts to use the latest version of the DNAML System at all times.
- 7.4 You acknowledge and agree that DNAML may suspend (permanently or temporarily) the DNAML System (or any features within the DNAML System) to You or to users generally at DNAML's sole discretion, without prior notice and without liability to You.
- 7.5 You may not (and You may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the DNAML System or any part of it, unless this is expressly permitted or required by law, or unless You have been specifically told that You may do so by DNAML, in writing.
- 7.6 You may not assign (or grant a sub-licence of) Your rights to use the DNAML System, grant a security interest in or over Your rights to use the DNAML System, or otherwise transfer any part of Your rights to use the DNAML System unless this is expressly permitted or required by law, or unless You have been specifically told that You may do so by DNAML, in writing.

- 7.7 You will notify DNAML immediately if You become aware of any potential errors in the DNAML System, and of any possible infringement of any of DNAML's intellectual property rights. DNAML warrants that it has the right to provide and licence the DNAML System to You on the Terms and that, to the best of DNAML's knowledge, the DNAML System and the intellectual property contained in the DNAML System does not infringe the intellectual property rights of any person.
- 7.8 DNAML warrants it will use its best efforts to maintain the security of its online distribution service and will end distribution of Your Titles as soon as commercially reasonable at any time it has reason to believe that a Title's security has been compromised.
- 7.9 DNAML has appointed Distributors, including Subsidiaries and Affiliates around the world. Sometimes the Distributors will provide the eBook Services to You on behalf of DNAML itself to facilitate the distribution and sale of Your Titles to End Users. You acknowledge and agree that Distributors will be entitled to provide the eBook Services, including the marketing of Your Titles, to You on the following conditions:
- (a) these Terms are valid and subsisting, subject to Clause 17;
 - (b) You have consented to the appointment of the Distributors by accepting all the DNAML appointed Distributors or nominating specific DNAML appointed Distributors in the relevant sections of the DNL DRM Administration System (*link*);
 - (c) You may add or remove a Distributor from time to time by notification to DNAML using the DNL DRM Administration System; and
 - (d) each Distributor has accepted and complies with the terms of the DNAML Distributor Agreement attached as Annexure 2.
- 7.10 In addition, You may enter a separate DNAML Distributor Agreement (*link*) with DNAML so You can act as a Distributor of Your Titles and You may sell Your Titles to End Users from Your website using the DNAML System so long as each End User accepts and complies with the DNAML End User Licence Agreement (*link*).

8. Use of the DNAML System by You

- 8.1 In order to access the DNAML System, You may be required to provide information about Yourself (such as identification or contact details) as part of the registration process for the DNAML System, or as part of Your continued use of the eBook Services. You agree that any registration information You give to DNAML will always be accurate, correct and up to date.
- 8.2 You agree to use the DNAML System only for purposes that are permitted by the Terms and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of money, data or software to and from Australia or other relevant countries) and specifically that You will not use the DNAML System for:
- (a) any illegal marketing campaigns;
 - (b) any unsolicited commercial email (spam) campaigns, whether the email addresses are of opt-in type or not; or
 - (c) any type of adult entertainment content determined in DNAML's sole discretion (e.g. pornography including child pornography); or

- (d) illegal or pirated content.
- 8.3 You agree that You will suspend the distribution of or take down any Titles or content from Your website which refers to DNAML and its websites if the Titles or content breach clause 8.2 and you become aware of this or DNAML determines this, in its sole discretion, and advises you through the DNL DRM Administration System.
- 8.4 DNAML reserves the right to immediately terminate the Terms, disable and remove from the DNAML System any and all Titles displayed in breach of clause 8.2 or clause 8.3 and to advise the appropriate authorities for further legal action.
- 8.5 You agree not to access (or attempt to access) the DNAML System by any means other than through the interface that is provided by DNAML, unless You have been specifically allowed to do so in a separate agreement with DNAML. You specifically agree not to access (or attempt to access) the DNAML System through any automated means (including use of scripts or web crawlers) and will ensure that You comply with the instructions set out in any robots.txt file present on the DNAML System.
- 8.6 You agree:
- (a) not to place links to the DNAML websites in unsolicited email and other types of spam or through similar Internet communication channels or on websites in any manner which may (intentionally or unintentionally) mislead any potential End Users or DNAML;
 - (b) not to cause any use of links to the DNAML websites or any sale of Your Titles to be made in bad faith or through fraudulent means, including, but not limited to, using any device, program, robot, inline frames, hidden frames, or redirects; and
 - (c) You may provide links to the DNAML websites in newsgroups, message boards, banner networks, counters, chat rooms, guest books, Internet relay chat channels, social networking sites or through similar Internet resources provided You comply with the Terms and any terms imposed by those sites.
- 8.7 You agree that You will not engage in any activity that interferes with or disrupts the DNAML System (or the servers and networks which are connected to the DNAML System).
- 8.8 Unless You have been specifically permitted to do so in the Terms or in a separate agreement with DNAML, You agree that You will not reproduce, copy, sell, trade or resell the DNAML System for any purpose.
- 8.9 You acknowledge and agree that DNAML (or DNAML's licensors) owns all legal right, title and interest in and to the DNAML System, including any intellectual property rights which subsist in the DNAML System (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the DNAML System may contain information which is designated confidential by DNAML and that You will not disclose such information without DNAML's prior written consent except to the extent necessary to exercise Your rights under the Terms.
- 8.10 You will not remove any markings, trade names or logos from any product of DNAML. Unless You have agreed otherwise in writing with DNAML, nothing in the Terms gives You a right to use any of DNAML's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features except as affixed to any product of DNAML, and in accordance with the DNAML Brand Guidelines ([click here](#)). You will

not use DNAML trademarks and other distinctive brand features in any activity prohibited under clause 8.2.

- 8.11 You acknowledge that the DNAML System provides the DNL DRM, digital rights management information and technological protection and other security measures for Your Titles. Except to the extent permitted by law, You must not, and must not encourage or assist anyone else to, violate or attempt to violate any security components of or related to Your Titles, whether by circumventing, reverse-engineering, decompiling, disassembling, circumventing, modifying, interfering with, removing or altering, this information or these measures, or in any other way.
- 8.12 You agree that You are solely responsible for (and that DNAML has no responsibility to You or to any third party for) any breach of Your obligations under the Terms and for the consequences (including any loss or damage which DNAML may suffer) of any such breach.

9. Your Intellectual Property Rights

- 9.1 Other than the limited licence granted under the Terms, the Titles remain the sole property of You or Your licensors. Nothing contained in this Agreement will give DNAML any right, title or interest in and to Your Titles or to the trademarks, copyrights, patents or trade secrets of You or Your licensors.
- 9.2 Other than the limited licence granted under the Terms, DNAML acknowledges and agrees that it obtains no right, title or interest from You (or Your licensors) under these Terms in or to any Titles that You submit, post, transmit or display on, or through, the DNAML System, including any intellectual property rights which subsist in those Titles (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
- 9.3 Unless You have agreed otherwise in writing with DNAML, You agree that You are responsible for protecting and enforcing Your rights and that DNAML has no obligation to do so on Your behalf but will cooperate in Your efforts to protect such rights. DNAML agrees to promptly notify You of any actual or suspected violation of such proprietary rights of which it becomes aware.
- 9.4 DNAML will use all reasonable efforts to avoid altering, erasing or defacing any trademark, trade name, copyright and other notices of proprietary rights used by You for Your Titles.

10. Activation Key Pre-Purchase

You may pre-purchase activation keys from DNAML using the DNL DRM Administration System on the following conditions:

- (a) You may retain and use the activation keys or sell or give the activation keys to End Users to activate Your Titles using the DNAML System so long as each End User accepts and complies with the DNAML End User Licence Agreement ([link](#)).
- (b) You may retain any proceeds of sale of the activation keys to Your Titles.
- (c) Schedule 1 of these Terms contains the conditions of pre-purchase for the activation keys.

11. PAYMENTS AND ACCOUNTING

11.1 Proceeds from sale of Your Titles

- (a) In relation to Your Titles sold through the DNAML System using the DNL DRM eCommerce module, the DNL DRM Administration System ([link](#)) will specify:
 - (i) the Digital List Price; and
 - (ii) any applicable sales or transaction taxes and charges chargeable in respect of sales of Your Title, including value added tax, which DNAML may add to the Digital List Price and charge to End Users, and may pay to the relevant taxing authority.
- (b) DNAML will deduct and pay:
 - (i) from the portion of the Digital List Price that forms Your Payment;
 - (ii) a transaction processing fee of USD\$0.50 per Title;
 - (iii) all Distributor commissions payable on the Digital List Price;
 - (iv) any other expenses of sale specified in the DNL DRM Administration System; and
 - (v) Your Payment.
- (c) Any applicable taxes, duties, imposts, other than those in respect of which and to the extent amounts have been charged and paid by DNAML under clause 12.1(a), remain Your responsibility and You unconditionally indemnify and will pay DNAML on demand the amount any such tax liability or collections by any governmental entity claiming underpayment of taxes for which You are responsible.
- (d) You must properly mark Your Titles as electronically delivered.

11.2 Payments by DNAML

- (a) DNAML will pay Your Payment to You within thirty (30) days after the end of each calendar month in respect of payments for Your Titles received by DNAML in the previous month ("**payment period**").
- (b) Your Payment will not be made in an payment period if the total amount due for the payment period is less than USD\$100. Below-minimum payments due will be held until the next payment period. If three such consecutive payment periods pass and Your Payments due are still less than USD\$100, then Your Payment will be paid after the end of the fourth payment period (resulting in payment at least once a year).

11.3 Hold-back

- (a) DNAML will hold-back 5% of each Digital List Price specified in the DNL DRM Administration System ([link](#)) for six months from the date of sale of the Title to be applied against possible charge-backs from the End User or eCommerce system. In the event no charge-back occurs, then DNAML will pay the hold-back amount to You in the subsequent payment period.
- (b) If the hold-back amount is insufficient to cover any charge-backs from the End User or eCommerce system, DNAML, in its sole discretion, may request immediate payment of the charge-back or setoff the charge-back against Your Payments in future.

- (c) DNAML will deduct from Your Payment a charge-back fee of USD\$15 for each charge-back if the charge-back.

11.4 **Fraudulent or unauthorised use**

- (a) If DNAML believes You are using (or authorising the use of) the DNAML System or DNAML Services fraudulently or in breach of the Terms, DNAML may withhold Your Payments pending further investigation by DNAML.
- (b) DNAML will not be liable to You if End User makes unauthorised use of a Title. DNAML will provide reasonable information and assistance, at Your request and cost, to pursue the unauthorised use.

11.5 **Accounting statements**

- (a) The DNL DRM Administration System provides you access to online, real-time accounting statements and reports of sales of Your Titles using the DNL DRM eCommerce module.
- (b) DNAML will keep commercially reasonable and accurate records relating to the provision of the DNAML System to You. You can obtain from the DNL DRM Administration System monthly, quarterly or annual reports, as you specify, which will set out, in relation to each of Your Titles sold using the DNL DRM eCommerce module:
 - (i) the Title and the number of units of the Title sold and delivered by DNAML; and
 - (ii) the Digital List Price of each Title, and the fees and taxes applicable to the sale of the Title ("**Accounting Statements**").

11.6 **Accounting reviews**

- (a) You may review the Accounting Statements relating to Your Titles and Your Payments from within the DNL DRM Administration System at any time.
- (b) If you believe Your Accounting Statements are not correct, You may conduct an audit no more than once per year of Your Accounting Statements at Your cost using an independent and professionally qualified auditor by giving DNAML 30 days written notice setting out the possibility of an error in the Accounting Statements and Your reasons in support.
- (c) If the audit reveals that DNAML has underpaid You by:
 - (i) more than 1% of the amount due, then DNAML will promptly pay You the amount due; and
 - (ii) less than 1%, then You will pay DNAML's reasonable costs of performing the accounting review under this clause.

11.7 **Refunds**

DNAML may (but is not obliged to) refund an End User's purchase of a Title using the DNL DRM eCommerce module or purchase of an activation key or both, and You have no recourse against DNAML for these refunds. DNAML typically sends You various emails of increasing urgency to respond to the End User's refund request, and if You ignore these requests and the End User reasonably requests a refund, DNAML will issue the refund.

12. EXCLUSION OF WARRANTIES

- 12.1 NOTHING IN THESE TERMS, INCLUDING CLAUSES 12 AND 13 SHALL EXCLUDE OR LIMIT DNAML'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND DNAML'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 12.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE DNAML SYSTEM IS AT YOUR SOLE RISK AND THAT THE DNAML SYSTEM ARE PROVIDED "AS IS" AND "AS AVAILABLE."
- 12.3 IN PARTICULAR, DNAML, ITS DISTRIBUTORS, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:
- (a) YOUR USE OF THE DNAML SYSTEM WILL MEET YOUR REQUIREMENTS;
 - (b) YOUR USE OF THE DNAML SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;
 - (c) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE DNAML SYSTEM WILL BE ACCURATE OR RELIABLE; AND
 - (d) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE DNAML SYSTEM WILL BE CORRECTED.
- 12.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE DNAML SYSTEM IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- 12.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DNAML OR THROUGH OR FROM THE DNAML SYSTEM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.
- 12.6 DNAML FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

13. LIMITATION OF LIABILITY

- 13.1 SUBJECT TO THE OVERALL PROVISIONS IN CLAUSE 12.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT DNAML, ITS DISTRIBUTORS, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:
- (a) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE,

BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; AND

- (b) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
 - (i) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE DNAML SYSTEM;
 - (ii) ANY CHANGES WHICH DNAML MAY MAKE TO THE DNAML SYSTEM, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE DNAML SYSTEM (OR ANY FEATURES WITHIN THE DNAML SYSTEM);
 - (iii) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE DNAML SYSTEM;
 - (iv) YOUR FAILURE TO PROVIDE DNAML WITH ACCURATE ACCOUNT INFORMATION;
 - (v) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

13.2 THE LIMITATIONS ON DNAML'S LIABILITY TO YOU IN CLAUSE 13.1 SHALL APPLY WHETHER OR NOT DNAML HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

14. Indemnity

14.1 You will fully indemnify DNAML and End Users, their subsidiaries, parent companies, successors, assigns, Distributors, agents, suppliers and their employees, contractors, officers, agents, and directors against all liabilities, claims, losses and expenses (including reasonable attorney's fees and costs) in connection with any claim, demand, allegation, accusation or action (whether founded in good faith or not), based upon, resulting from or related to Your alleged intentional act, omission or misrepresentation; violation of law; breach of obligations, representations or warranties under the Terms or that arise from Your activities in relation to the DNAML System.

14.2 DNAML may, at its own expense, assume the exclusive defence and control of any claim the subject of this indemnity and You will cooperate with DNAML at Your cost. If You fail to undertake Your obligations under this clause, then DNAML will have the right, but not the obligation, to undertake the defence of any such claim and You will pay for the attorneys fees and costs of this defence. You will indemnify DNAML for its actual attorneys' fees and other costs in investigating or enforcing its rights under this Agreement, including all appeals.

15. Ending Your relationship with DNAML

- 15.1 The Terms will continue to apply until terminated by either You or DNAML as set out below.
- 15.2 If You want to terminate Your legal agreement with DNAML, You may do so by notifying DNAML at any time. Your notice must be sent from within the DNL DRM Administration System requesting DNAML to close Your account. DNAML will send You an email or telephone You to confirm that You wish to close the account and terminate the agreement. DNAML will close the account on receipt of Your response to DNAML's email or call.
- 15.3 DNAML may at any time, terminate its legal agreement with You if:
- (a) You have breached any provision of the Terms (or have acted in a manner which clearly shows that You do not intend to, or are unable to comply with the provisions of the Terms); or
 - (b) DNAML is required to do so by law (for example, where the provision of the DNAML System to You is, or becomes, unlawful); or
 - (c) DNAML is transitioning to no longer providing the DNAML System to users in the country in which You are resident or from which You use the service; or
 - (d) the provision of the DNAML System to You by DNAML is, in DNAML's opinion, no longer commercially viable.
- 15.4 Nothing in this clause 15 shall affect DNAML's rights regarding provision of DNAML System under clause 8 of the Terms.
- 15.5 If You and DNAML have a dispute in relation to the Terms, neither You nor DNAML must commence any court or other proceedings relating to the dispute before complying with the following procedure:
- (a) the party claiming that a dispute has arisen must give written notice to the other party with details of the dispute;
 - (b) then the parties must work in good faith to resolve the dispute using informal dispute resolution techniques such as mediation, expert evaluation, arbitration or similar methods agreed by them;
 - (c) if the parties do not agree within 10 days of receipt of the notice (or such further period as the parties agree in writing) as to the:
 - (i) dispute resolution method and procedures to be adopted;
 - (ii) timetable for all steps in those procedures; and
 - (iii) selection and compensation of the independent person required for such method;
- the parties must mediate the dispute in accordance with the official mediation rules established by the peak legal professional association in the relevant jurisdiction, nominated by You and agreed by DNAML. The head of that association or its nominee will select the mediator and determine the mediator's remuneration.
- 15.6 Nothing in the Terms will prejudice the right of a party to institute proceedings to enforce payment due under this Agreement or to seek urgent injunctive or declaratory relief in respect of a dispute or any matter arising under this Agreement

16. What happens when the Terms end

16.1 Upon termination, DNAML will:

- (a) immediately cease to provide the DNAML System including distributing Your Titles and processing further transactions, except, in DNAML's discretion, when required to support existing distribution and sales commitments to Distributors, to You as a Distributor and to End Users, for up to twelve (12) months from the termination date; and
- (b) retain a reserve from the Digital List Price collected from End Users for up to twelve (12) months to cover future charge-backs and refunds, and will pay You the balance of the reserve net of charge-backs and refunds when DNAML determines; and
- (c) calculate and remit all Your Payments according to the Terms.

17. General legal terms

17.1 Sometimes when You use the DNAML System, You may use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between You and the company or person concerned. If so, the Terms do not affect Your legal relationship with these other companies or individuals.

17.2 Neither You nor DNAML will be liable for any delay in or failure to perform if such delay or failure arises from any event beyond its reasonable control including any Act of God, civil commotion, fire, explosion, lightning, storm, flood, earthquake, accident, rebellion, insurrection, riot, industrial dispute or lock-out, or act of government. If such an event prevents or delays one party from performing the Terms, it must notify the other party as soon as reasonably practicable, and must recover from such position as soon as possible.

17.3 The Terms constitute the whole legal agreement between You and DNAML and govern Your use of the DNAML System (but excluding any services which DNAML may provide to You under a separate written agreement), and completely replace any prior agreements between You and DNAML in relation to the DNAML System.

17.4 DNAML may assign all or part of its rights under these Terms.

17.5 You agree that DNAML may provide You with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the DNAML System. You agree that the Terms may specify the form of some notices and that any written notice to DNAML must be sent by email to legal_department@dnaml.com as well as by express mail delivery to:

Attention: Legal Department, DNAML
Suite 4, Level 4, 189 Kent Street
Sydney NSW 2000 Australia

17.6 You and DNAML must do anything (including sign any document) and must ensure that You do everything (including sign any document) to give full effect to the Terms.

17.7 You agree that if DNAML does not exercise or enforce any legal right or remedy which is contained in the Terms (or which DNAML has the benefit of under any applicable law), this will not be taken to be a formal waiver of DNAML's rights and that those rights or remedies will still be available to DNAML.

- 17.8 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.
- 17.9 You acknowledge and agree that each member of the group of companies of which DNAML is a member and Distributors and End Users will be third party beneficiaries to the Terms and that such other companies will be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favour of) them. Other than this, no other person or company will be third party beneficiaries to the Terms.
- 17.10 The Terms, and Your relationship with DNAML under the Terms, will be governed by the laws of the State of New South Wales, Australia without regard to its conflict of law provisions. You and DNAML agree to submit to the exclusive jurisdiction of the courts located within that State to resolve any legal matter arising from the Terms. Notwithstanding this, You agree that DNAML will still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. You agree that the Terms are deemed to have been entered into in New South Wales, Australia, regardless of the location of the parties executing this Agreement.
- 17.11 You agree that no money or other thing of value (including any part of any amount payable to or by it pursuant to these Terms) shall be offered, paid or promised, directly or indirectly, to any governmental official or political party or official of such party, or any candidate for political office, or any person or entity for the purpose of:
- (a) influencing any act or decision of such person, entity or party; or
 - (b) inducing such person, entity or party to influence any act or decision of any national, state or local government or instrumentality thereof.
- For the purpose of this clause 17.12, “governmental official” shall include any officer or employee of a national, state or local government or any department, agency or instrumentality, or any person acting in an official capacity for or on behalf of such government or department, agency or instrumentality.
- 17.12 You represent and warrant that you have reviewed and are familiar with the provisions of the United States Foreign Corrupt Practices Act of 1977, as amended (the “**FCPA**”) and that You have taken no action that if taken by a United States company would constitute a violation of the FCPA. DNAML shall have the right to terminate this Agreement upon any breach (or if DNAML reasonably believes that there has been a breach) of this provision.

[NB: Acceptance boxes to be included:

- Online publisher contract***
- Activation key pre purchase terms***
- End User Licence Agreement***
- Distributor contract]***

SCHEDULE 1

Activation Key Pre-Purchase – Terms of Purchase and Distribution

1. Sale of keys

You may pre-purchase activation keys for Your Titles from DNAML by completing the online purchase order for Title activation keys on the DNL DRM Administration System (or any replacement interface), and paying for the activation keys according to the terms of this Schedule 1.

2. Price and payment

- (a) The prices for activation keys are stated on the DNL DRM Administration System (or any replacement interface). DNAML may change these prices at any time, except that DNAML will charge You the price for an activation key that You order under this Agreement that is current at the date and time of Your order.
- (b) You are responsible for any sales or other taxes imposed on or in relation to Your purchase of activation keys under this Agreement.
- (c) You must pay the stated price and any taxes for all activation keys that You order by a valid credit card. You must include valid credit card details in Your online purchase order for activation keys.
- (d) You agree that DNAML may charge Your credit card for any activation keys ordered under this Agreement and for any additional amounts that may have accrued in relation to Your order such as sales or other taxes.

3. Delivery

After DNAML processes Your order for activation keys and receives Your payment for them, DNAML will send You the purchased keys by electronic file to the email address You have specified in the DNL DRM Administration System.

4. Distribution to end-users

You may activate Your Titles using the DNAML Product Activation Wizard (or any replacement interface) and the activation keys that You purchase. You may sell or give purchased activation keys to End Users to allow them to activate Your Titles using the DNAML System so long as the End Users accept and comply with the DNAML End User Licence Agreement

5. Licence

DNAML gives You a personal, non-exclusive, non-transferable licence to use the activation keys that You purchase under this Agreement for the purpose of activating the corresponding Titles. You may also sell or give the activation keys to End Users and retain any proceeds of sale of the activation keys to Your Titles. End Users that receive activation keys from You may use these keys according to a licence given to them by DNAML under the DNAML End User Licence Agreement.

6. Restrictions

You may not (and You may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the activation keys that You purchase, or any part of them, unless this is expressly permitted or required by law, or unless You have been specifically told that You may do so by DNAML, in writing.

7. Exclusions and limitations of liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, DNAML SUPPLIES ACTIVATION KEYS ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND, EXCEPT AS EXPRESSLY SET OUT IN THE TERMS (INCLUDING CLAUSES 12 AND 13), DNAML DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS CONCERNING THE ACTIVATION KEYS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WITHOUT LIMITING ANY OF THE OTHER PROVISIONS IN THIS CLAUSE 7, DNAML HAS THE RIGHT UNDER THE TERMS TO DEACTIVATE A TITLE THAT CONTAINS ILLEGAL CONTENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, DNAML IS NOT LIABLE TO YOU, AND YOU HAVE NO REMEDY AGAINST DNAML, IF AN ACTIVATION KEY YOU HAVE PURCHASED FAILS TO WORK BECAUSE DNAML HAS DEACTIVATED YOUR CORRESPONDING TITLE UNDER THE TERMS.

ANNEXURE 1

End User Licence Terms and Conditions

Please read this end user licence agreement (**EULA**) carefully. It is a legal agreement between you and DNAML Pty Ltd (ABN 65 095 281 173) of Level 4, 189 Kent Street Sydney New South Wales Australia (**DNAML**). It contains the terms that govern your purchase of eBooks (**Titles**) and your use of related DNAML software, services and websites (together the **DNAML Services**).

To agree to these terms, click “Agree”, and submit an order for a Title to DNAML. If you do not agree to these terms, do not click “Agree”, do not submit an order for a Title. If you submit an order for a Title, you will be taken to have agreed to these terms.

1. About you

You must be an end user customer only, and of a legal age to form a binding contract with DNAML in the country in which you upload your order for a Title. You must not be barred from purchasing a Title under any applicable law.

2. Order and Activation of Titles

- (a) To acquire a Title, you must first submit an order for the Title to DNAML through the DNAML Product Activation Wizard and give DNAML either:
 - (i) valid credit card details to pay the purchase price for the Title; or
 - (ii) valid activation key.
- (b) After DNAML processes your order for a Title and receives your payment for it or validates your activation key, DNAML will enable you to activate the Title using the DNAML Product Activation Wizard or similar interface and allow you to activate the Title on your device.
- (c) DNAML will also send you an activation key to use when you wish to reactivate the Title on your device.
- (d) Occasionally, technical problems may delay or prevent your activation of a Title. In that case if you cannot activate the Title within a reasonable time, your sole remedy in relation to that Title is, to the extent permitted by applicable law, the replacement of the Title.
- (e) DNAML reserves the right to change, suspend, remove or disable access to a Title or the DNAML Services at any time without notice and, to the extent permitted by applicable law, without liability to you or any third party, except that DNAML will replace a Title that you cannot activate for the reasons given in this paragraph.
- (f) DNAML will use the details provided by you to send you a receipt for the Title and give you technical support, by email.

3. Your use of the Titles

You may only:

- (a) activate a Title on a single device unless the DNAML System permits otherwise. The activation key provided by DNAML enables you to reactivate the Title on your device if it is lost, damaged or destroyed or if you upgrade your device so long as DNAML is satisfied with your explanation about your device, in its sole discretion. You must not make a Title available over a network where it could be used by multiple devices or multiple computers at the same time.
- (b) use the Titles for personal, non-commercial use. You must not, except to the extent permitted by applicable law, resell, redistribute, transfer, assign, sub-licence, modify, adapt or create derivative works of, any of the Titles that you activate.

4. Prices and taxes

If you pay for the Title using a credit card:

- (a) DNAML may change the prices of Titles at any time, except that, subject to clause 4(a) (ii), DNAML will charge you the price for a Title that you order under this EULA that is current at the date and time of your order. You agree that DNAML may charge your credit card for any Titles ordered under this EULA and for any additional amounts that may have accrued in relation to your orders.
- (b) The price of the Titles includes goods and services taxes such as GST and VAT and other applicable taxes. If the applicable rate of these taxes changes before you activate a Title, the new tax rate in effect at the time of activation applies.

5. Ownership

- (a) You acknowledge that you do not own any copyright in the Titles, or any other intellectual or other property in or related to the Titles (or any of the other DNAML Services). You only have the right to activate and use the Titles on a non-exclusive basis according to this EULA, and you agree that any other use of the Titles and other materials in the other DNAML Services may constitute a copyright or other intellectual property infringement.
- (b) You must inform DNAML of any unauthorised use of a Title and of any other infringement of DNAML's or any other person's intellectual property in relation to a Title that you become aware of, as soon as practicable.
- (c) DNAML is authorised to licence you the Titles under this EULA by the publishers of the Titles as agent for the publisher.

6. Content

DNAML has no editorial or other control over the content of the Titles. You understand that, by accessing or activating a Title, you may encounter content that may be offensive, indecent or objectionable, whether because of language, nudity, violence or for other reasons. You agree to read all applicable ratings requirements and to comply with accompanying age restrictions.

7. Security and copyright notices

- (a) You acknowledge that the Titles may contain digital rights management information and technological protection and other security measures. Except to the extent permitted by law, you must not, and must not encourage or assist anyone else to, violate or attempt to violate any security components of or related to the Titles, whether by circumventing, reverse-engineering, decompiling, disassembling, circumventing, modifying, interfering with, removing or altering, this information or these measures, or in any other way.
- (b) You must not remove, obliterate or cancel from view any copyright, trade mark or other proprietary notice, mark or legend appearing on any Title and you must ensure that these notices appear on any backup copy of a Title that you make.

8. Your responsibilities

You:

- (a) are responsible for any system requirements and fees that are necessary for you to order and activate Titles;
- (b) must comply with all applicable laws relating to your order and activation of the Titles; and
- (c) agree to give DNAML accurate, current and complete information that is required for you to order and activate Titles.

9. Privacy

- (a) In order to order and activate Titles and use related DNAML Services, you may be required to provide information about yourself. DNAML is committed to protecting your privacy. You may review *DNAML's Privacy Policy* on the following link: *[insert]*.
- (b) Without limiting the terms of *DNAML's Privacy Policy*, you agree that DNAML may:
 - (i) collect and use technical data and related information, including but not limited to technical information about your device, system and application software and peripherals, that is gathered periodically to facilitate the provision of Titles to you, and related services. DNAML may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services to you; and
 - (ii) without liability to you, disclose any information about you to law enforcement authorities, government officials, a third party or any of them, as DNAML thinks is reasonably necessary or appropriate to enforce or verify compliance with this EULA.

10. DNAML's exclusions and limitations of liability

- (a) TO THE EXTENT PERMITTED BY APPLICABLE LAW, TITLES ARE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND, EXCEPT AS EXPRESSLY SET OUT IN THIS EULA, DNAML DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS CONCERNING THE SUBJECT-MATTER OF THIS EULA, INCLUDING BUT NOT LIMITED TO:
 - (i) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE; AND
 - (ii) REPRESENTATIONS AND WARRANTIES THAT YOUR USE OF THE DNAML SERVICES WILL BE UNINTERRUPTED, OR ERROR FREE, OR FREE FROM ANY SECURITY INTRUSION.
- (b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS EXPRESSLY STATED IN THIS EULA YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER DNAML NOR ITS AFFILIATES OR LICENSORS, NOR ANY OF THEIR OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS, IS LIABLE TO YOU IN CONNECTION WITH YOUR ORDERS AND ACTIVATION OF TITLES AND OTHER USES OF THE OTHER DNAML SERVICES FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO:
 - (i) FOR CONTENT THAT MAY BE FOUND OFFENSIVE, INDECENT OR OBJECTIONABLE;
 - (ii) ANY LOSS OR DAMAGE THAT MAY BE INCURRED BY YOU AS A RESULT OF DNAML INCLUDING HYPERLINKS TO OTHER WEB SITES OR OTHER CONTENT ON ITS WEBSITES, INCLUDING ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY THESE HYPERLINKS OR CONTENT; OR
 - (iii) DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA OR OTHER INTANGIBLE LOSSES, HOWEVER CAUSED, AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, EVEN IF ANY OF THEM HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE LOSSES.
- (c) NOTHING IN THIS EULA EXCLUDES OR LIMITS DNAML'S WARRANTIES OR LIABILITY THAT MAY NOT LAWFULLY BE EXCLUDED OR LIMITED. WITHOUT LIMITING THIS, CONSUMERS IN AUSTRALIA AND SOME OTHER COUNTRIES, MAY HAVE THE BENEFIT OF CERTAIN RIGHTS AND REMEDIES BY REASON OF THE TRADE PRACTICES ACT AND SIMILAR STATE AND TERRITORY LAWS, AND

OTHER LEGISLATION, IN RESPECT OF WHICH LIABILITY MAY NOT BE LAWFULLY MODIFIED OR EXCLUDED. IF YOU PURCHASE A TITLE IN AUSTRALIA, AND IF DNAML BREACHES AN IMPLIED CONDITION OR WARRANTY THAT CANNOT LAWFULLY BE MODIFIED OR EXCLUDED BY THIS EULA THEN, TO THE EXTENT PERMITTED BY LAW, DNAML'S LIABILITY IS LIMITED, AT DNAML'S OPTION TO THE RESUPPLY OF THE SERVICES OR THE COST OF HAVING THE SERVICES RESUPPLIED.

11. Changing this EULA

DNAML may change the terms of this EULA from time to time. If DNAML does this, it will post the revised terms on the DNAML website. You agree that if you order and activate a Title after DNAML has changed these terms, you are bound by the changed EULA.

12. Terminating this EULA and cancelling the DNAML Services

DNAML may, at its option, terminate this EULA and all licences granted under it, or stop or limit access to the DNAML Services (or any of these things) if you fail, or DNAML suspects you have failed, to comply with any of your obligations under this EULA, or if DNAML is required to do so by applicable law. In that case, but without limitation, you are still liable for all amounts due to DNAML under this EULA to the date of termination.

13. Cancelling the DNAML Services

DNAML may cancel the DNAML Services at any time, without notice.

14. Third party beneficiaries

You agree that each member of the DNAML group of companies, DNAML's affiliates and its Distributors and the copyright owners or licensees of the Titles, are third party beneficiaries to this EULA and may enforce any provision that confers a benefit on them.

15. Entire agreement and jurisdiction

This EULA constitutes the entire agreement between you and DNAML about its subject-matter. Any previous understanding, agreement, representation or warranty relating to that subject-matter is replaced by this document and has no further effect.

Any sales transaction under this EULA is undertaken in accordance with New South Wales law. End Users are solely responsible for compliance with all laws in any jurisdiction that may also apply to the purchase of a Title from DNAML.