

# 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, sublicense, 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.