## **CONDITIONS OF USE**

By using this software, you agree to ALL the terms and conditions listed below (please use the red arrow to advance to pages 2 and 3).

## IN PARTICULAR, PLEASE NOTE:

You are permitted to use the text and digitised images contained on this CD-ROM and in the accompanying book ONLY for your personal use: (a) as a student to prepare your own school projects or homework; or (b) as a teacher to prepare notes for use in your classroom. Distribution and/or reproduction in any form and/or for any other purpose is strictly prohibited. NASA & CIA material, as well as the novels and poems, are in the Public Domain.

PLEASE NOTE: THIS IS A LICENCE, NOT A SALE. THIS PRODUCT IS PROVIDED UNDER THE FOLLOWING LICENCE WHICH DEFINES WHAT YOU MAY DO WITH THE PRODUCT, AND CONTAINS LIMITATIONS ON WARRANTIES AND YOUR REMEDIES.

## LICENCE

IMPORTANT: CAREFULLY READ THIS LICENCE BEFORE USING THE PRODUCT. USING THE PRODUCT INDICATES YOUR ACKNOWLEDGMENT THAT YOU HAVE READ THIS LICENCE AND AGREE TO ITS TERMS. By using this product, you agree to the following terms and conditions:

A. LICENCE: MAXIMEDIA PTY LTD (A.C.N. 002 666 579) grants you a LICENCE to use the MAXIMEDIA SCHOOL PROJECTS AND HOME REFERENCE LIBRARY CD-ROM containing computer programs, digitized images and text files (the "Software") in accord-



ance with the terms of this LICENCE. The copyright and all other rights in the Software shall remain with Maximedia Pty Ltd or our suppliers. You must reproduce any copyright or other notice marked on the Software on all copies you make. Portions of this CD-ROM copyright Imspace Systems Corporation and Adobe Systems Incorporated.

B.YOU MAY: 1. use one copy of the Software on any single computer, provided that the Software is in use on only one computer at any time. The Software is "in use" on a computer when it is loaded into the temporary memory or installed in the permanent memory of that computer. 2. transfer the Software to someone else, only if you assign all of your rights under this LICENCE, cease all use of the Software and the other person agrees to the terms of this LICENCE. 3. make one additional copy of the computer programs for archive or back-up purposes. 4. use the textual material and graphics files contained on this CD-ROM and in the accompanying book ONLY for your personal use: (a) as a student to prepare your own school projects or homework; or (b) as a teacher to prepare notes for use in your classroom. Reproduction of any textual material or digitised image in any form and/or for any other purpose is strictly prohibited. NASA & CIA material, as well as the novels and poems, are in the Public Domain.

C. YOU MAY NOT: 1. copy the Software or any text or graphics files or the written materials accompanying the Software except as permitted by this LICENCE; 2. translate, reverse engineer, decompile or disassemble the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law; 3. rent, lease, assign or transfer the Software except as set out above; 4. modify the computer programs or merge all or any part of them in another program.

D. TERM: This LICENCE shall continue for as long as you use the Software. However, it will terminate if you fail to comply with any of its terms or conditions. You agree, upon termination, to destroy all copies of the Software. The Limitations of Warranties and Liability set out below shall continue in force even after any termination.

E. WARRANTY: Maximedia Pty Ltd warrants that the storage media in this product will be free from defects in materials and workmanship for 30 days from the date you acquire it.



If such a defect occurs, return it with proof of purchase date to Maximedia Pty Ltd at the address below and Maximedia Pty Ltd will replace it free. This remedy is your exclusive remedy for breach of this warranty. It gives you certain rights and you may have other legislated rights which vary from jurisdiction to jurisdiction.

F. LIMITATION OF WARRANTIES AND LIABILITY: Except for the express warranty above. the Product is provided on an "as is" basis, without any other warranties, or conditions, express or implied, including but not limited to warranties of merchantable quality, merchantability or fitness for a particular purpose, or those arising by law, statute, usage of trade or course of dealing. The entire risk as to the results and performance of the Software is assumed by you. Neither Maximedia Pty Ltd and its directors and employees nor our dealers or suppliers shall have any liability to you or any other person or entity for any indirect, incidental, special or consequential damages whatsoever, including but not limited to loss of revenue or profit, lost or damaged data or other commercial or economic loss, even if Maximedia Pty Ltd has been advised of the possibility of such damages or they are foreseeable; or for claims by a third party. Our maximum aggregate liability to you, and that of our dealers and suppliers shall not exceed the amount paid by you for the Software. The limitations in this section shall apply whether or not the alleged breach or default is a breach of a fundamental condition or term, or a fundamental breach. Some states/countries do not allow the exclusion or limitation of liability for consequential or incidental damages so the above limitation may not apply to you.

G. GENERAL: This LICENCE is the entire agreement between us, supersedes any other agreement or discussions, oral or written and may not be changed except by a written signed agreement. This LICENCE shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia. If any provision of this LICENCE is declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from the LICENCE and the other provisions shall remain in full force and effect.

Maximedia Pty Ltd (A.C.N. 002 666 579) PO Box 529, Kiama, NSW 2533, Australia. Phone: 02-42331773. Fax: 02-42323771 email: buyit@maximedia.com.au

