

WEBSITE LICENCE AGREEMENT

General license agreement for YOUR website as created by Dizzybee (J-Touch Pty. Ltd.).
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[Drupal is a registered trademark of Dries Buytaert](#)

IMPORTANT-READ CAREFULLY: This End User Licence Agreement ("EULA") is a legal agreement between YOU as Licensee and J-Touch Pty Ltd for the WEBSITE identified above. By installing, copying, or otherwise using the WEBSITE, YOU agree to be bound by the terms of this EULA. If YOU do not agree to the terms of this EULA, the WEBSITE will not be deployed to a hosting environment. Subject to the terms of this EULA, YOU are granted a non-exclusive right for the duration of the EULA to use and run the WEBSITE. YOU do not acquire ownership of copyright or other intellectual property rights in any part of the WEBSITE by virtue of this EULA.

Your use of this website indicates your acceptance of this EULA and warranty.

DEFINITIONS

In this End User Licence Agreement, unless the contrary intention appears, "EULA" means this End User Licence Agreement.

"J-Touch" means J-Touch Pty. Ltd.

"Dizzybee" means J-Touch Pty. Ltd. as Dizzybee.

"Licensee" means YOU, or the organisation (if any) on whose behalf YOU are taking the EULA.

"WEBSITE" means the website created by Dizzybee for YOU which includes computer software and associated media and printed materials, and may include online or electronic documentation.

"Support Services" means email based or other support provided by J-Touch, including advice on using the WEBSITE, additional configuration of the WEBSITE, changes to the design of the WEBSITE, investigation of bugs, fixes, and general product support.

GRANT OF LICENCE

In accordance with the terms of this EULA YOU are granted the following rights:

- a) to install and use the WEBSITE.
- b) to make copies of the WEBSITE for backup and archival purposes.

ADDITIONAL RIGHTS AND LIMITATIONS.

YOU hereby undertake not to sell, rent, lease, translate, create derivative works of, modify, sub-licence, loan, distribute, adapt, vary, decompile, disassemble or reverse engineer the WEBSITE other than as expressly authorised by this EULA and the implied agreements with third party software used to create this WEBSITE.

YOU are permitted to modify the WEBSITE. J-Touch is not responsible for effects that such changes will have on the reliability, accuracy, or performance of the WEBSITE.

ASSIGNMENT

YOU may only assign all your rights and obligations under this EULA to another party if YOU supply to the transferee a copy of this EULA and all other documentation including proof of ownership. Your licence is then terminated.

DELEGATION

YOU may only delegate your rights and obligations under this EULA to another party if YOU supply to the transferee a copy of this EULA and all other documentation.

TERMINATION

Without prejudice to any other rights, J-Touch may terminate this EULA if YOU fail to comply with the terms and conditions.

WARRANTIES AND LIABILITY

WARRANTIES

J-Touch warrants that the WEBSITE will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and any Support Services provided by J-Touch shall be substantially as described in applicable written materials provided to YOU by J-Touch, and J-Touch web developers will make commercially reasonable efforts to solve any problems associated with the WEBSITE.

EXCLUSIONS

To the maximum extent permitted by law, J-Touch excludes, for itself and for any supplier of software incorporated in the WEBSITE, all liability for all claims, expenses, losses, damages and costs made against or incurred or suffered by YOU directly or indirectly (including without limitation lost costs, profits and data) arising out of:

- YOUR use or misuse of the WEBSITE;
- YOUR inability to use or obtain access to the WEBSITE;
- Negligence of J-Touch or its employees, contractors or agents, or of any supplier of software incorporated in the WEBSITE, in connection with the performance of J-Touch obligations under this EULA; or
- Termination of this EULA by either party for any reason.

LIMITATION

The WEBSITE and any documentation are provided "AS IS" and all warranties whether express, implied, statutory or otherwise, relating in any way to the subject matter of this EULA or to this EULA generally, including without limitation, warranties as to: quality, fitness; merchantability; correctness; accuracy; reliability; correspondence with any description or sample, meeting your or any other requirements; uninterrupted use; compliance with any relevant legislation and being error or virus free are excluded. Where any legislation implies in this EULA any term, and that legislation avoids or prohibits provisions in a contract excluding or modifying such a term, such term shall be deemed to be included in this EULA. However, the liability of J-Touch for any breach of such term shall if permitted by legislation be limited, at J-Touch's option to any one or more of the following.

If the breach relates to the WEBSITE:

- the repair of the WEBSITE; or

If the breach relates to services in relation to the WEBSITE:

- the supplying of the services again.

TRADEMARKS

All names of products and companies used in this EULA, the WEBSITE, or the enclosed documentation may be trademarks of their corresponding owners. Their use in this EULA is intended to be in compliance with the respective guidelines and licences.

Drupal is a trademark of [Dries Buytaert](#).

GOVERNING LAW

This agreement shall be construed in accordance with the laws of the Commonwealth of AUSTRALIA.