



AGREEMENT TO LICENSE

This agreement (“Agreement”) is between **Safe on Social Media Pty Ltd** (“Licensor”), a company doing business at **13 Palisade Way, Lennox Head**, in the State of **New South Wales** and the recipient of the **School Social Media Use Pack** (“Licensee), for a license to use the **Safe on Social Media Pty Ltd – Safe on Social Toolkit** (“Product”).

In consideration of the foregoing premises and the mutual covenants set forth in this Agreement and other valuable considerations, the parties agree as follows:

1. License

Licensor hereby grants Licensee a limited license to use Product for the permitted uses as set forth in this Agreement only. The Licensor retains all other rights in and to the Product, including but not limited to all copyright and other intellectual property rights relating to the Product.

2. Permitted Uses

Licensee may only use the Product as follows: a. Licensee may display content

from the Safe on Social Media Pty Ltd – Safe on Social Toolkit on all webpages, blogs, newsletters and social media accounts belonging directly to the Licensee only.

b. Licensee may use the Safe on Social Media Pty Ltd – Safe on Social Toolkit

3. Prohibited Uses

Licensee is prohibited from the use of Product not expressly permitted in the preceding section. Prohibited uses include but are not limited to:

Using any aspect of the Product for any other company other than that directly associated with the Licensee.

Incorporating the Product in any way that results in a redistribution or reuse of the Product or is otherwise made available in a manner such that a third party can extract or access or reproduce the Product.

Sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the Product or the rights granted under this Agreement.

4. Term

The grant of this license is effective as of the signing of this Agreement until it is terminated. The license may be terminated without notice from Licensor if at any time Licensee fails to comply with any of its terms of use as stated in this Agreement. Upon termination, Licensee must immediately cease all use of Product and if requested, confirm to Licensor in writing compliance with these requirements.

Licensor further reserves the right to elect at a later date to revoke or amend the license granted by this Agreement upon notice, sent to the address or contact information provided by Licensee.

5. Payment

Licensee agrees to pay Licensor the annual subscription fee for access to the Safe on Social Media Pty Ltd – Safe on Social Toolkit. Payment shall be due to Licensor on signing of this Agreement and may be made via cheque, Electronic

Funds Transfer, PayPal, or cash.

6. Warranties

Licensor grants no rights and makes no warranties regarding the use of intellectual property represented in the Product. The Product is provided “as is” without representation, warranty or condition of any kind, either express or implied, including, but not limited to the implied representations, warranties or conditions of merchantability, or fitness for a particular purpose. Licensor does not represent or warrant that the Product will meet Licensee’s requirements or that its use will be uninterrupted or error free. The entire risk as to the quality and performance of the Product is with the Licensee. Should the Product prove defective, the Licensee assumes the entire risk and cost of all necessary corrections.

7. Indemnification

Each party shall indemnify, assume the defense of, and hold harmless the other party and its directors, officers, employees, and agents from every claim, loss, damage, injury, expense (including legal fees), judgment, and liability of every kind, nature, and description arising in whole or in part from the indemnifying party’s negligent, fraudulent, or illegal acts or omissions except, as to the party requesting indemnification, to the extent such Liability results in whole or in part from the unauthorized, negligent, fraudulent, or illegal act or omission of the party requesting indemnification.