

IMPORTANT NOTICE: THE BELOW LICENCE TERMS APPLY ONLY TO INDIVIDUAL CUSTOMERS WHO HAVE PURCHASED THE MICROMELON ROVER FOR HOUSEHOLD USE. THE LICENCE TERMS FOR ALL OTHER CUSTOMERS ARE SET OUT IN THE INVOICE ISSUED BY MICROMELON AND ON THE WEBSITE. PERMISSION TO USE THIS SOFTWARE IS CONDITIONAL UPON THE CUSTOMER (“YOU”), AGREEING TO THE LICENCE TERMS SET OUT BELOW. DO NOT DOWNLOAD OR ACCESS THIS SOFTWARE UNTIL YOU HAVE READ AND ACCEPTED ALL OF THE TERMS OF THIS LICENCE AND WISH TO BECOME THE LICENSEE OF THE SOFTWARE. THE LICENCE WILL BE BETWEEN YOU AND MICROMELON PTY LTD ACN 623 302 296 (“MICROMELON”).

1. Licence of Software

- 1.1 In consideration of the mutual promises contained within these terms, Micromelon grants to You and You accept a non-transferable and non-exclusive licence to use the Software for non-commercial purposes, subject to these terms.
- 1.2 This licence commences on the date you download or access the Software and continues indefinitely subject to these terms.

2. Your obligations

- 2.1 You acknowledge and agree that:
- (a) all Intellectual Property Rights in the Software and any Maintenance Releases belong and will belong to Micromelon, and You will have no rights in or to the Software other than the right to use it in accordance with the terms of the licence in clause 1.1;
 - (b) your use of the Software will be restricted to Your own individual use and will not include allowing the use of the Software by, or for the benefit for, any person other than You; and
 - (c) except as expressly stated in these terms, You will have no right (and will not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part.

3. Warranty and liability

- 3.1 Micromelon excludes all representations, guarantees, conditions, warranties, undertakings, remedies or other terms, whether implied, statutory or otherwise, in relation to the Software to the maximum extent permitted by law.
- 3.2 Nothing in the terms of this licence limits or excludes Your liability or Micromelon’s liability:
- (a) for fraud or fraudulent misrepresentation;
 - (b) for breaches of Intellectual Property Rights; or
 - (c) where liability cannot be limited or excluded by applicable law.
- 3.3 If Micromelon is liable to You in relation to a failure to comply with a guarantee that applies under the ACL that cannot be excluded, Micromelon’s total liability to You for that failure is limited to, at Micromelon’s option, the

resupply of the goods or services or the payment of the cost of resupply.

4. Termination

- 4.1 Either party may terminate this licence without cause by providing 30 days’ notice to the other party. Upon termination, You must immediately cease all use of the Software.
- 4.2 Termination of this licence will not affect any rights or remedies which Micromelon may otherwise have under this licence or at law.

5. General

Governing law

- 5.1 The terms of this licence will be construed in accordance with the laws in force in Queensland and You agree to submit to the exclusive jurisdiction of the courts of Queensland.

Amendments to be in writing

- 5.2 Micromelon may change the terms of this licence by notice in writing to You. You agree that using the Software after the date of a notice of a change will be deemed to be an acceptance of such changed terms.

Waiver

- 5.3 The failure of Micromelon to enforce a provision or the granting of any time or indulgence will not be construed as a waiver of the provision nor of a waiver of the right of Micromelon at a later time to enforce the provision.

6. Definitions

- 6.1 The meaning of the terms used in this licence are set out below:

Term	Meaning
ACL	the Australian Consumer Law (as set out in Schedule 2 to the <i>Competition and Consumer Act 2010</i> (Cth))
Intellectual Property Rights	all intellectual property rights of any kind, in any jurisdiction, subsisting now or in the future (including, without limitation, business, company or trade names, domain names, patents, inventions, copyright, rights in computer software, design rights, know-how, trade marks, trade secrets, semi-conductor or circuit layout rights, the right to sue for passing off and rights to use, and protect the confidentiality of, confidential information), whether registered or unregistered, and including the rights to apply for or renew the registration of any such rights and any rights the subject of any lapsed application or registration
Maintenance Releases	a release of Software that corrects faults, adds functionality or otherwise amends or upgrades the Software
Software	the computer programs and any Maintenance Release which are supplied to You by Micromelon during the subsistence of this licence