



## **Stone Productions Terms and Conditions**

Stone Productions business details and contact page can be found on Internet at URL:  
<http://www.stoneproductions.com.au/contact.html>

PLEASE READ CAREFULLY BEFORE USING ANY STONE PRODUCTIONS SOFTWARE PRODUCT AND/OR WEBSITE:

The following abbreviations/definitions are used in this document:

SP = Stone Productions Pty Ltd

SP Software Product = any software application or program designed by Stone Productions or SP

SP Websites = any website or internet based service produced by Stone Productions or SP

SP SP&W = SP Software Product and/or SP Website

EULA = End-User License Agreement

1. These terms and conditions constitute the EULA for Stone Productions Software. This EULA is a legal agreement between you (either an individual or a single entity) and SP that governs your use of SP Software Products.
2. These terms and conditions also govern your use of any SP Websites. By using SP Websites, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use SP Websites.
3. By selecting subscribing to any SP Website or by taking any step to install or use a SP Software Product, you represent that you are of the legal age of majority in your state, province jurisdiction of residence and, if applicable, you are duly authorized by your employer to enter into this Agreement and you agree to be bound by the terms of this EULA. If you do not accept the EULA terms, do not use any SP SP&W.
4. By using SP Websites and agreeing to these terms and conditions, you consent to SP's use of cookies in accordance with the terms of SP's Privacy Policy.

### **GRANT OF LICENCE**

5. SP grants you the following non-exclusive rights provided you agree to and comply with all terms and conditions of this EULA:
6. You may use SP Software Products on one computer or device. You may not use SP Software Products on additional computers or devices and do not have the right to distribute SP Software Products. You agree to only use SP Software Products as expressly permitted herein.
7. You may use SP Software Products on multiple computers or devices if the Software Product is sold to you for use on multiple computers or devices. This is only the case



if this is specifically stated on the purchase agreement. The maximum amount of copies and the scope of distribution (which organisations) must be specified on the purchase agreement to validate any extended licence.

8. You may view, download and print pages from SP Websites for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.
9. You may use and alter data of interactive web services provided you have an active subscription for data use and access to these web services and related software products and in accordance with restrictions set out below and elsewhere in these terms and conditions.

## PROPRIETARY RIGHTS

10. All SP Software Products are licensed, not sold, to you by SP. SP own all right, title and interest in and to the Software Product and reserve all rights not expressly granted to you in this EULA. You agree to refrain from any action that would diminish such rights or would call them into question.
11. SP Software Products may only be transferred to another end user as part of a transfer of the computer(s) or device(s) on which it is installed. Prior to the transfer, the end user receiving the transferred product must agree to all the EULA terms. Upon transfer of your hardware, your license is automatically terminated and you are no longer permitted to use the Software Product.
12. You may not rent, lease or lend any SP Software Product or use any SP Software Product for commercial timesharing or bureau use. You may not sublicense, assign or transfer the license of any SP Software Product except as expressly provided in this EULA or specified in the Purchase Agreement.
13. All intellectual property rights in the SP Software Products and user documentation are owned by SP and are protected by law, including but not limited to copyright, trade secret, and trademark law, as well as other applicable laws and international treaty provisions. The structure, organisation and code of SP Software Products are valuable trade secrets and confidential information of SP. You shall not remove any product identification, copyright notices or proprietary restrictions from any SP Software Product.
14. Unless otherwise stated, SP and/or its licensors own the intellectual property rights in SP Websites and material on these websites. Subject to the grant of license conditions, all these intellectual property rights are reserved.



## CONDITIONS OF USE

15. Except to the extent that such restriction is not permitted under applicable law, you are not permitted (and you agree not to) reverse engineer, decompile, disassemble or create derivative works of or modify SP Software Products. Nothing contained herein shall be construed, expressly or implicitly, as transferring any right, license or title to you other than those explicitly granted under this EULA. SP reserves all rights in its intellectual property rights not expressly agreed to herein.
16. Unauthorized copying of SP Software Products or failure to comply with the restrictions in this EULA (or other breach of the license herein) will result in automatic termination of this Agreement and you agree that it will constitute immediate, irreparable harm to SP for which monetary damages would be an inadequate remedy, and that injunctive relief will be an appropriate remedy for such breach.
17. Some SP Software Products require third party software. (e.g. Microsoft Excel) You have the full responsibility for the up keeping of licencing requirements for the use of any third party software which is required to run the SP Software Product.
18. When using SP Websites you must not:
  - sell, rent, sub-license material from the website or reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
  - use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
  - use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
  - conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to SP Websites without SP's express written consent.

## RESTRICTED ACCESS

19. Access to certain areas of SP SP&W is restricted. SP reserves the right to restrict or revoke access to these areas, or indeed an entire SP Website, at SP's discretion.
20. If SP provides you with an Administrator ID and Password to enable you to access administrator functions of SP SP&W, you must ensure that the Administrator ID and Password are kept confidential.
21. SP may disable any User ID and Password or restrict any IP address in SP's sole discretion without notice or explanation.



## CONSENT TO USE OF DATA

22. You agree that SP may collect and use statistics on your use of SP SP&W's. You agree that SP may use data in performing backup operations and technical information you provide in relation to support services related to SP SP&W's. SP agrees not to use this information in a form that personally identifies you except to the extent necessary to provide such services.

## USER CONTENT

23. In these terms and conditions, your "User Content" means material (including without limitation data, text, images, audio material, video material and audio-visual material) that you submit to SP SP&W's, for whatever purpose.
24. If you upload user content to SP Websites that will be publicly accessible, you grant to SP a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your User Content in any existing or future media. You also grant to SP the right to sub-license these rights, and the right to bring an action for infringement of these rights.
25. Subject to paragraph 34, any User Content that is restricted will only be accessible in accordance with the user information page or user manual of the specific SP SP&W.
26. You acknowledge SP can access restricted user contents at any time as administrator. SP will keep restricted user contents confidential and will not sell any restricted user contents or provide restricted user contents to third parties unless so obligated by law.
27. Your User Content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or SP or a third party (in each case under any applicable law).
28. You must not submit any User Content to the SP SP&W's that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.
29. Your User Content must be in accordance with SP User Content Policy. (see below)
30. SP reserves the right to edit or remove any User Content that is in breach with the conditions of this section.

## TRADE-MARKS AND PROPRIETARY NOTICES

31. SP expressly reserves all rights to its own trade-names, logos, trade-marks and other identifying symbols. You shall not acquire any right, title or interest in or to any such trade-name, logo, trade-mark, or other identifying symbols of SP.
32. You shall ensure that all proprietary and copyright notices, trade-names and logos of SP are left in place and left intact at all times.



## DISCLAIMER OF WARRANTIES

33. YOU AGREE THAT THE USE OF SP SOFTWARE PRODUCTS IS AT YOUR SOLE RISK AS TO SATISFACTORY QUALITY PERFORMANCE, ACCURACY AND EFFORT.
34. Use of any SP SP&W may adversely affect the operation of other software and devices. To the maximum extent permitted under applicable law, SP SP&W's are offered on an "AS-IS" basis and SP and its suppliers do NOT warrant that the functions contained in SP SP&W's will meet your requirements or that the operation of any SP SP&W will be uninterrupted or error free or that such errors will be corrected. Computer software is inherently subject to bugs and potential incompatibility with other computer software and hardware. You should not use SP SP&W's for any applications in which failure could cause any significant damage or injury to persons or tangible or intangible property.
35. Without prejudice to the generality of the foregoing paragraph, SP does not warrant that:
- SP Websites or Internet based data used in SP Software Products will be constantly available, or available at all;
  - the information in contained in SP SP&W's is complete, true, accurate or non-misleading.
36. EXCEPT AS MAY BE SET OUT IN A SPECIFIC WARRANTY ACCOMPANYING A SPECIFIC SP SOFTWARE PRODUCT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SP AND ITS SUPPLIERS PROVIDE THE SP SOFTWARE PRODUCTS AND SP WEBSITES "AS IS" AND WITH ALL FAULTS AND WITHOUT ANY OTHER WARRANTY OF ANY KIND, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES ALL WITH REGARD TO SP SOFTWARE PRODUCTS AND SP WEBSITES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SP OR A SP AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. Some jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to you in its entirety. To the extent applicable law requires SP to provide warranties, you agree that the scope and duration of such warranty shall be to the minimum extent permitted under such applicable law.
37. IN NO EVENT DOES SP PROVIDE ANY WARRANTY OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY HARDWARE OR SOFTWARE WITH WHICH THE SOFTWARE PRODUCT IS DESIGNED TO BE USED, AND SP DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY FAILURES THEREOF.



## LIMITATION OF LIABILITY

38. Notwithstanding any damages that you might incur, the entire liability of SP and any of its suppliers under any provision of these Terms and Conditions and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the SP Software Product or Membership/Access Subscription for the relevant period. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SP OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, THIRD PARTY SOFTWARE AND/OR THIRD PARTY HARDWARE USED WITH THE SOFTWARE PRODUCT, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS EULA), EVEN IF SP OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## INDEMNITY

39. You agree to indemnify and hold SP and its officers, directors, employees and licensors harmless from any claim or demand (including but not limited to reasonable legal fees) made by a third party due to or arising out of or related to your violation of the terms and conditions of this Agreement, your violation of any laws, regulations or third party rights or your negligent act, omission or wilful misconduct.

## FORCE MAJEURE

40. SP will not be liable for any breach of this Agreement due to any thing, matter and/or object beyond the control of SP including but not limited to, accidents; fire; bushfire; flood; earthquake; tsunami; cyclone; tornado; hurricane; volcanic eruption; volcanic ash, smoke and cloud; bushfire smoke and ash; dust storms; asteroid, comet and/or meteorite impact and/or showers; nuclear, chemical and/or biological warfare; hacker attacks; cyber warfare; GPS shut-down; Internet shut-down; network poor performance or non-performance; malware attacks; virus attacks; wars; riots; civil commotion; religious, sectarian and/or cult violence; military coups; intervention by public or government authority; police action; explosions; disease; pandemic; plague; pestilence; work stoppages; lock-outs; industrial action; power outage or electrical failure of whatsoever kind; and/or acts of any deity.



## TERMS

41. The EULA for SP Software Products is effective unless terminated or rejected. This EULA will also terminate immediately and without additional notice in the event you breach this EULA and/or fail to comply with any term or condition of this EULA.
42. The Grant of Licence for a certain SP SP&W terminates when the applicable licence period expires. Licence periods are specified in the Purchase Agreement for SP Software Products or coincide with SP Membership/Access Subscriptions.
43. You are required to delete any SP Software Product with an expired licence from your computer or device unless you extend a licence period within 30 days.

## JURISDICTION

44. These Terms and Conditions are governed by the laws of Queensland, Australia. Any litigation, dispute and/or court proceedings arising out of this Agreement shall be brought before the Courts of the state of Queensland, Australia.

## ENTIRE AGREEMENT

45. These Terms & Conditions form the entire Agreement between you and SP relating to SP SP&W and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the SP SP&W or any other subject matter covered by this Agreement.
46. Only specific licence conditions as written down in Purchase Agreements supplement this Agreement.
47. If any provision of this Agreement is in contradiction with SP's policies then the provision in this Agreement will prevail.
48. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provision of this Agreement will remain in force and effect.
49. The paragraphs under the sections; PROPRIETARY RIGHTS, DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY, INDEMNITY, JURISDICTION and ENTIRE AGREEMENT shall survive termination of this Agreement.



## Stone Productions User Content Policy

1. SP values diversity and respect for others, and strives to avoid offending users with website contents that is deemed inappropriate. For this reason, SP doesn't allow the promotion of any of the following:
  - hatred; violence; harassment; racism; sexual, religious, or political intolerance, or organizations with such views
  - content that's likely to shock or disgust
  - content that's exploitative or appears to unfairly capitalize at the expense of others
2. The following User Content is not allowed using SP SP&W:
  - Content that incites or endorses hatred against others
  - Content that inappropriately discriminates against a person or group
  - Content that seeks to intimidate, exploit, or humiliate others
  - Content that advocates for the infliction of physical injury on oneself or another person
  - Content that promotes cruelty or gratuitous violence towards animals
  - Content containing violent language, gruesome or disgusting imagery, or graphic images or accounts of physical trauma
  - Content containing gratuitous portrayals of bodily fluids or waste
  - Content containing obscene or profane language
  - Content that is likely to shock or scare
  - Content that may be deemed as capitalizing on or lacking reasonable sensitivity towards a natural disaster, conflict, death, or other tragic event





## Stone Productions Privacy Policy

1. SP is committed to safeguarding the privacy of our website visitors. In this policy we explain how we will treat your personal information.
2. Collection of personal information;
  - 2.1. SP may collect, store and use the following kinds of personal information:
    - Information about your computer or device and about your visits to and use of any SP SP&W (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths);
    - Information that you provide to SP when registering for any SP SP&W or signing up to SP Membership/Access subscriptions (including your name, email address and eventually phone number and/or address information);
    - Information that you provide to SP for the purpose of subscribing to email notifications and/or newsletters (including your name and email address);
    - Information that you provide to SP when using the services of any SP SP&W, or that is generated in the course of the use of those services;
    - Information relating to any purchases you make of SP goods and/or services or any other transactions that you enter into through any SP SP&W;
    - Information that you post to SP SP&W for publication on the internet (including your user name, your profile data and the content of your posts);
    - Information contained in or relating to any communications that you send to SP or send through any SP SP&W.
  - 2.2. Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with this policy.
3. Use of personal information;
  - 3.1. Personal information submitted to SP SP&W will be used for the purposes specified in this policy or on the relevant pages of the SP Websites or user manuals of the web services and associated apps. SP may use your personal information to:
    - administer SP business and SP SP&W's;
    - personalise a certain SP SP&W for you;
    - enable your use of the services available on SP SP&W's;
    - supply to you services purchased through any SP SP&W;
    - send statements, invoices and payment reminders to you, and collect payments from you;
    - send you information about SP products;
    - send you our email newsletter, if you have subscribed for it (you can inform us at any time if you no longer require the newsletter);



- provide third parties with statistical information about our users (but those third parties will not be able to identify any individual user from that information) e.g. web statistics providers;
  - deal with enquiries and complaints made by or about you relating to SP SP&W's;
  - keep SP SP&W's and services secure and prevent fraud;
  - verify compliance with the terms and conditions governing the use of SP SP&W's (including monitoring User Data submitted on Internet based services).
- 3.2. If you submit personal information for publication thru SP SP&W's, SP will publish and otherwise use that information in accordance with the business rules as set out in the user information page or user manuals of these products.
- 3.3. SP will not, without your explicit consent, supply your personal information to any third party for the purpose of their or any other third party's direct marketing.
- 3.4. All SP Website financial transactions are handled through our payment services provider PayPal. Some SP Apps are sold thru Apple App store or Google Play store. Please refer to the website of these service providers for their privacy policy. SP will share information with the payment services provider only to the extent necessary for the purposes of processing payments you make for SP SP&W services, refunding such payments and dealing with complaints and queries relating to such payments and refunds.
- 3.5. SP may disclose your personal information to any of its employees, officers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this policy. Additionally we may disclose your personal information:
- to the extent that SP is required to do so by law;
  - in connection with any ongoing or prospective legal proceedings;
  - in order to establish, exercise or defend SP's legal rights;
  - to the purchaser (or prospective purchaser) of any business or asset that SP is (contemplating) selling;
  - to any person that may apply to a court or other competent authority for disclosure of that personal information and where, such court or authority would be reasonably likely to order disclosure of that personal information.
4. Storage of personal information
- 4.1. Personal information that SP processes for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
- 4.2. SP will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.
- 4.3. SP will store all the personal information you provide on password- and firewall-protected servers.
5. You acknowledge that the transmission of information over the internet is inherently insecure, and SP cannot guarantee the security of data sent over the internet.



6. SP SP&W's may include hyperlinks to, and details of, third party websites. SP has no control over these third parties, and is not responsible for the privacy policies and practices of any third party.
7. SP Membership/Access subscription data can be altered using the SP Membership Profile Page. Members/Subscribers are encouraged to keep this data current.
8. Use of cookies;
  - 8.1. SP Websites may use cookies. A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server. Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed. Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.
  - 8.2. SP Websites may use session and persistent cookies. The purposes for which they are used, are set out below:
    - to recognise a computer when a user uses SP Websites;
    - improve the service usability;
    - personalise the SP Website for each user;
    - analyse the use of SP Websites;
    - prevent fraud and improve the security of SP Websites.
  - 8.3. Most browsers allow you to refuse to accept cookies. You are free to block cookies but blocking all cookies will have a negative impact upon the usability of many websites. If you block cookies, you will not be able to use all the features on SP Websites' services.
9. SP may update this policy from time to time by publishing a new version on the SP website. You should check the SP Terms & Conditions page occasionally to ensure you are happy with any changes to this policy.