



Licence Agreement (Commercial use)

This Licence Agreement (Commercial use) covers the terms, which you (the user), must abide by to incorporate ShowMe Images (the **image set**) into any website, document or other material for any client of the user. The website is owned and operated by Info Access Group Pty Ltd (A.C.N. 607 527 686) (us, we, our, the **Information Access Group**).

Your use of an image set is conditional on you accepting and complying with the terms and conditions in this document (collectively known as these terms). When you place an order for an image set you agree to these terms.

We have the right to change these terms at any time. Although we may let you know you if there has been any change, revision or modification of these terms, it is your responsibility to periodically review these terms. You agree to be bound by any such changes, modifications or revisions made by us.

1. Commercial licence terms

- 1.1 As long as these terms are followed, the Information Access Group will give you a non-exclusive, non-transferable worldwide licence to use an image set for a permitted use (as explained in clause 3).
- 1.2 In exchange for your payment of the licence fee to the Information Access Group, we will provide you with an image set.
- 1.3 The image set provided under Clause 1.2 will be provided to you on an **external drive**.
- 1.4 All rights in and to an image set, including all copyright and other intellectual property rights, will be kept by the Information Access Group in perpetuity.
- 1.5 The Information Access Group has the right to cancel or change the licence granted under these terms and replace an image set, or any part of a set, with an alternative for any reason.
- 1.6 You cannot claim ownership of an image set, or any part of a set, as belonging to you.

2. Licence fee

- 2.1 Before you receive or can use an image set, you must pay the **licence fee** to the Information Access Group.
- 2.2 You cannot use an image set, or any part of a set, in any way until you have paid the licence fee to the Information Access Group in full.
- 2.3 The licence fee can be paid to the Information Access Group via any of our reasonable payment methods.

- 2.4 Any licence fee you pay to the Information Access Group is non-refundable and any external drive provided by the Information Access Group cannot be returned, unless you make a request for a refund or return because:
- (a) there is a defect in the external drive; or
 - (b) the Information Access Group sent you the wrong image set.
- 2.5 If any of the circumstances under clause 2.4 affect you, the Information Access Group can, if we choose, provide you with either:
- (a) a refund of the licence fee in full or in part;
 - (b) a replacement external drive; and/or
 - (c) if permitted by law, the Information Access Group may take no action.

3. Permitted uses

- 3.1 You can use an image set for any of the following permitted uses:
- (a) as a visual and communication aid for **education services**;
 - (b) as a visual and communication aid for **therapy services**;
 - (c) any uses related to providing education services or therapy services; and/or
 - (d) any other uses approved in writing by the Information Access Group.
- 3.2 You may also incorporate an image set into a New Design to be used for any of the following purposes:
- (a) Invitations, advertising and promotional projects, including printed materials, product packaging, presentations, film and audio presentations, commercials, catalogues, brochures, promotional greeting cards and promotional postcards;
 - (b) Online or electronic publications, including web pages, blogs, e-books, apps and videos;
 - (c) Books and book covers, magazines, newspapers, editorials, newsletters and video broadcast and theatrical presentations;
 - (d) School or university projects;
 - (e) Social media posts or profile images;
 - (f) Decorative background on a personal computer;
 - (g) Prints, posters and other reproductions for promotional purposes; and
 - (h) Any other uses approved by the Information Access Group in writing.
- 3.3 Any use of an image set outside of, or additional to, the permitted uses is strictly prohibited and will be an infringement of the Information Access Group's intellectual property rights.

4. Warranties and insurances

- 4.1 By agreeing to the terms and conditions contained in these terms, you guarantee that you:
- (a) will not use an image set for any use other than a permitted use; and
 - (b) will not engage in anything, which damages or is likely to prejudice the Information Access Group's business or reputation.
- 4.2 The Information Access Group warrants that no image set, or part of a set, will include any material that infringes any third party intellectual property rights.
- 4.3 You accept that misuse of the website, the Service, or an image set, as decided by the Information Access Group, may result in cancelled access to the website and any further action thought necessary by the Information Access Group.
- 4.4 You indemnify the Information Access Group against any and all liability, loss, costs and expenses due to a breach by the user of any warranty, representation or term within these terms.

5. Disclaimer

- 5.1 The Information Access Group takes no responsibility for any harm or loss, which may occur as a direct or indirect result of your use of the service, the website or an image set.
- 5.2 The Information Access Group takes no responsibility, for any infringement of copyright or intellectual property rights, which may occur as a direct or indirect result of your use of the service, the website or an image set.

6. Term, cancelation and suspension of account

- 6.1 These terms start when the user accepts the terms and conditions contained in these terms.
- 6.2 If the user uses an image set, or any part of a set, in anyway that is not a permitted use, then the Information Access Group can, if we choose, take all or any of the following actions:
- (a) cancel these terms in writing with immediate effect;
 - (b) suspend a user's account; and/or
 - (c) take any further action we think necessary.
- 6.3 If the user, or any person using the user's account, abuses the service or the website, then the Information Access Group can choose to suspend and/or cancel the user's account immediately.
- 6.4 The user can cancel these terms by destroying an image set, along with copies or archives of it, and stopping use of the image set for any purpose.
- 6.5 Cancelation of these terms will not affect the accumulated rights or remedies of either the user or the Information Access Group.

7. Privacy

- 7.1 By agreeing to and accepting the terms and conditions contained in these terms, you also agree to our Privacy Policy.

8. General

- 8.1 You acknowledge and agree that the Information Access Group can track any misuse of the website or service by the user or any person using the user's account.
- 8.2 These terms form the entire agreement between the user and the Information Access Group and replace any earlier understandings, agreements and warranties between them about an image set.
- 8.3 The user must not transfer any right or obligation under these terms, without written consent from the Information Access Group.
- 8.4 The Information Access Group may transfer our rights and obligations under these terms.
- 8.5 All rights not specifically mentioned under these terms are reserved.
- 8.6 If the Information Access Group does not act in relation to a breach of these terms by you, this does not waive our rights to act on other, or similar, breaches of these terms by you.
- 8.7 The laws of Victoria, Australia govern these terms.

9. Glossary

9.1 In these terms:

Account means, if applicable, the account that must be created by the user via the website in order to use the Service.

Copy means a copy of an image set, in whole or in part, in any digital form.

Education services include providing education in a school, kindergarten, or similar accredited institution.

External drive means any Universal Serial Bus (USB) or other means of portable data storage.

Image set means a set of images provided by the Information Access Group to the user, covered by these terms, under the name of ShowMe Images.

Licence fee means a licence fee payable to the Information Access Group by the user for access to an image set.

New Design means any visual or graphic design created by a user, whether on behalf of a client or not, which incorporates any part of an image set.

Permitted uses means in what circumstances you can use an image set, these are explained under clause 3 of these terms.

Service means any service provided by the Information Access Group, as displayed on the website.

Therapy services include providing therapy by a psychologist, speech pathologist, therapist, or other similar practitioner or professional.

Contacting us

Please [email](#) us if you have any questions relating to these terms.

This *Licence Agreement (Commercial)* was last updated on 31 October 2017.