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- 1.4.10 not to display the Software on a public bulletin board, ftp site, worldwide web site, chat room or by any other means;
- 1.4.11 only Use the Software in accordance with the instructions set out on the Website for its installation and use;
- 1.4.12 within 14 days after the date of termination or discontinuance of this Licence for whatever reason, to destroy the Software and all Upgrades or copies;

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2.1 You acknowledge that:

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3.2 The Website is designed to provide a communications service that enables its users to use the latest IM2 software (the "**Software**") to create a private chat room with another individual in order to communicate in real time over the Internet, analogous to a telephone conversation but using text-based, not voice-based, communication;

3.3 the Software is designed to, amongst other things, allow the user of the Software (and/or other compatible programmes) access to and copying of information contained in files ("**Shared File**") located on each such user's personal computer and designated as such by the user specifically for the purposes of the Software;

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7.1.3 8.1.3 harm and/or damage to Your computer, any programmes or other material on it, its operation, and /or its performance, except to the extent that such liability may not be lawfully excluded under any applicable law.

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- (a) the replacement of;
- (b) the supply of equivalent;
- (c) the repair of;
- (d) goods,
- (e) the payment of the cost of:
 - (i) replacing;
 - (ii) obtaining equivalent goods; or
 - (iii) repairing,
 - (iv) the goods;

7.4.2 8.4.2 if the breach relates to services:

- (a) the supply of the relevant service again; or
- (b) the payment of the cost of having the relevant service supplied again.

8. **9. INDEMNITY**

8.1 You hereby agree to indemnify and keep indemnified IM2, any of its officers, employees, agents, subsidiary companies, holding companies and/or the officers, employees and/or agents of each from and against any and all costs, claims, demands, liabilities, expenses, damages or losses, (including without limitation consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of Your breach of any of the terms of this Licence and/or in any way connected to Your use or misuse of the Software and/or the Third Party Software or, in respect of each, any part thereof.

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10.3 11.3 Following termination, You must comply with the provisions of clause 1.4.12 above.

11. **12. INADEQUACY OF DAMAGES**

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12.1 13.1 This Licence constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Licence. You acknowledge and agree that in entering into this Licence, You are not relying on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or

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12.3.1 13.3.1 such invalidity or unenforceability shall not affect the other provisions of this Licence which shall remain in full force and effect;

12.3.2 13.3.2 but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable; and

12.3.3 13.3.3 and where the provisions of clause 12.3.2 do not apply, the parties will attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

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12.5 13.5 The rights and remedies provided by this Licence are cumulative and (subject as otherwise provided in this Licence) are not exclusive of any rights or remedies provided by any applicable law.

12.6 13.6 The parties hereby agree that this Licence shall be construed in accordance with the laws of England and any dispute arising under it shall be submitted to the [non-]exclusive jurisdiction of the English Courts.

13. **14. CONTACTS**

13.1 If you have any questions relating to this Licence, the Website or any other related matter, please contact us.

You can contact us at any time by visiting <http://www.im2.com/contact.php>

We hope you will enjoy using IM2.