

## LICENCE FOR USE OF IM2 MESSENGER SOFTWARE

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1.4.1 to only use the Software for non-commercial purposes;

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  - (iv) is objectionable including (without limitation) any information that is unlawful, threatening, abusive, harassing, defamatory, harmful to minors or others

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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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- 1.5 In this Licence "Use" shall mean and include utilisation of the Software by amongst other things copying, transmitting or loading it into the permanent memory (*e.g.* hard disk, CD-ROM or other storage device) of the System for the processing of the System instructions or statements contained in such Software; and copying the Software which is in machine-readable form for Use by You on the System for the purposes only of understanding the contents of such machine-readable material. You may only make one (1) copy of the Software for back-up and one (1) copy for disaster recovery purposes provided these contain the same copyright information as the original.
- 1.6
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  - 1.12 2.2.3 guarantee that all works derived from the Software remain Open Source.
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2. 3. **ACKNOWLEDGEMENTS**

2.1 You acknowledge that:

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2.2 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;

2.3 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;

2.4 3.4 by designating a Shared File you thereby expressly authorise all users of the Software and/or other compatible programmes to:

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2.4.2 3.4.2 use Your Internet connection to Deal with Your Information;

2.5 3.5 You alone are responsible for your own actions using the Software and in ensuring that Your Use of the Software is compliant with all applicable laws and are aware that any Use which is inconsistent with such laws may render you liable to, amongst other things, a fine and/or imprisonment;

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3.1 IM2 may create programming fixes, updates and/or upgrades including new versions of the Software ("**Upgrades**") which may correct errors and although IM2 has no obligation to notify existing licensees of such Upgrades, the same will be made available at the Website at such cost (if any) as shall be indicated. You may reject to use such Upgrades but this may materially interfere with the operation of the Software.

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6.6 7.6 Exclusion of warranties may not be valid in certain jurisdictions, however, the only applicable laws under which this Licence may be construed are specified in clause 12.6 below.

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7.1.2 8.1.2 breach of any applicable law, regulation or third party rights; and

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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7.4.1 8.4.1 if the breach relates to goods:



- (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**

Without prejudice to any other rights that IM2 may have under any applicable law, You acknowledge and agree that damages alone would not be an adequate remedy for any breach by You of the provisions of this Licence and that accordingly IM2 shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this Licence.

12. **13. MISCELLANEOUS**

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.