



## TERMS AND CONDITIONS

These are the terms and conditions subject to which we allow you to use Mafucation Studios Website. By visiting or using Mafucation Studios Website, or signing up for our services, you agree to be bound by them. You may not use Mafucation Studios Website if you are under the age of 18 years without the consent and/or supervision of a parent or a guardian.

If you violate these terms, we may terminate your use of Mafucation Studios Website, bar you from future use of Mafucation Studios Website, cancel your order, and/or take appropriate legal action against you.

**We are:** Mafucation Studios (Pty) Ltd, a company registered in the Republic of South Africa, number: 2020/264869/07.

Our address is: 05 Ogilvie Street, West Bank, East London, 5201, Province of the Eastern Cape, Republic of South Africa.

**You are:** Anyone who uses Mafucation Studios Website or buys from us.

Please read this agreement and our "Product Licence Terms" carefully and save it. If you do not agree with our terms and conditions, you should leave Mafucation Studios Website immediately.

**It is now agreed as follows:**

### 1. DEFINITIONS

In this agreement, the following words shall have the following meanings, unless the context requires otherwise:

"Content"	means the textual, visual, or aural content that is encountered as part of your experience on Mafucation Studios Website. It may include, among other things: text, images, sounds, videos, and animations. It includes content Posted by you.
"Intellectual Property"	means intellectual property owned by us or by any third party, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights or for which application for registration has been made in any country.
"Mafucation Studios Website"	means the entire computing hardware and software installation that is or supports our website including any communication or peripheral system. It includes any website of ours, and all web pages controlled by us.
"Post"	means place on or into Mafucation Studios Website any Content or material of any sort by any means.

“Licence”	means a licence granted by us to you in the terms of this agreement for use of a Licensed Product.
“Licenced Product”	means any product, material or thing offered for Licence by us on Mafucation Studios Website, whether or not bought by you. A reference to “Product” shall be a reference to all or part of a Product or to a Product changed by you in any way.
“Service”	means any service we sell from time to time, whether or not connected to a Licensed Product.

## **2. INTERPRETATION**

In this agreement the following meanings apply unless the context otherwise requires:

- 2.1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.2. a reference to a person includes reference to that person’s successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person.
- 2.3. the headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
- 2.4. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.5. a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.
- 2.6. these terms and conditions apply to all supplies of Licensed Products by us. They prevail over any terms proposed by you.
- 2.7. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

## **3. BASIS OF CONTRACT**

- 3.1. If you use Mafucation Studios Website in any way on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
- 3.2. When you buy a Licensed Product, you are in fact buying a licence to use that Licensed Product. The terms of use vary from one Licensed Product to another and are contained in our “Product Licence Terms”. That Licence is supplemental to this

agreement and to be read with this agreement to provide the full agreement between us.

- 3.3. In entering into this contract, you have not relied on any representation or information from any source except Mafucation Studios Website.
- 3.4. Unfortunately, we cannot guarantee that every Product advertised on Mafucation Studios Website is always readily available. If at any time a Product becomes unavailable, we will immediately refund any money you have paid.
- 3.5. There is no contract between us for any free service, so you do not become a client by using any free service and we are not liable to you in any way resulting from your use of any free service.
- 3.6. The price of any Licensed Product or Service may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy that Licensed Product or Service.
- 3.7. You agree that you are bound by these terms (or the latest version of them) for all future contracts with us, whether ordered through Mafucation Studios Website or in some other way.
- 3.8. You now agree that you commit a breach of this contract if you seek repayment of money paid to us by asking your credit card provider to credit back a payment made to us, without attempting to seek repayment from us first. In that event, you agree that you will owe us first the sum charged to us by our payment service provider and secondly a sum based on time spent at R250 per hour in dealing with your breach. You also agree that this provision is reasonable.
- 3.9. The Contract between us comes into existence at the earlier of:
  - 3.9.1 when we write to you to confirm that your order has been delivered; or
  - 3.9.2 when you download the Licensed Product, you have bought.
- 3.10. We may change this agreement and/or the way we provide a Product, at any time. If we do:
  - 3.10.1 the change will take effect when we Post it on Mafucation Studios Website. You are advised to check this page from time to time.
  - 3.10.2 if you make any payment for Licensed Products or Services in the future, you will do so under the terms posted on Mafucation Studios Website at that time.

## **4. THE PRICE**

- 4.1. The prices payable for the Licensed Product and Services are clearly set out on Mafucation Studios Website.
- 4.2. The price charged for any Licensed Product or Service may differ from one country to another. You may not be entitled to the lowest price unless you reside in the qualifying country.

- 4.3. Prices are inclusive of any applicable value added tax or other sales tax.
- 4.4. Charges for Services are fixed whenever it is reasonably possible for us to ascertain the price.
- 4.5. When we do not provide fixed charges for the Service, we will charge by the hour. In that case all work done, including all letters, e-mails, faxes, and telephone calls made and received will be charged on a time basis in minimum units of R25.
- 4.6. Estimates of charges will be provided to you wherever possible.
- 4.7. You can find Our hourly charging rate is R500, with time travel rate and motor mileage rate billed separately. Other travel costs will be re-charged at cost incurred.
- 4.8. Our Services require payment in advance in every case.

*Note: you can keep our charges low by providing full instructions and avoiding unnecessary contact.*

## **5. SECURITY OF YOUR CREDIT CARD**

We take care to make Mafucation Studios Website safe for you to use.

- 5.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
- 5.2. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

## **6. CONSUMER PROTECTION: CANCELLATION AND REFUNDS**

This paragraph applies if and only if, you are a consumer as defined in the Electronic Communications and Transactions Act 2002 (“the Act”). **Please note** that following sub paragraphs apply to Services we offer on Mafucation Studios Website.

- 6.1. For all purposes at law, the contract between us is not made until you have agreed to these terms, and we have agreed in writing to provide the Service you want.
- 6.2. Whether or not you have paid any money to us at that time is neither relevant to the start of the contract or your right to cancel.
- 6.3. The contract is not made automatically at the point when you have agreed to these contract terms. That is merely your offer. The contract is made later, when we accept and agree to provide the Service you want.
- 6.4. Most customers want us to supply a Service before the expiry of the 7 day cancellation period. Our business system therefore operates on the basis that we supply a Service as soon as we can, without waiting for the 7 day cancellation period to expire.

- 6.5. Before we agree to supply a Service, we therefore ask that you give up your right to cancel. If you do not agree, we shall not be able to work for you within 7 days of receiving your order.
- 6.6. So far as our Service is continuing, you may cancel it at any time before we have completely provided it. If you do, we will return to you any money paid after deduction of an appropriate amount to cover any part of the Service we have supplied, including work we may not by then have told you about.

**Please note** that following sub-paragraphs apply only to a Licenced Product you download or which we send as an email attachment.

- 6.7. Most of our Products are “delivered” either by allowing you to download them or by our sending as email attachments. As a result, we are unable to allow you 7 days to return a downloaded Licenced Product.
- 6.8. To comply with the Act, we require you to instruct us to deliver a Licenced Product to you immediately. If you do this, you will lose your right to cancel in the 7 days period.
- 6.9. By accepting Mafucation Studios (Pty) Ltd terms and conditions, you now do instruct us to deliver a Licenced Product as soon as we are reasonably able, and you understand that in doing so you lose your right to cancel.
- 6.10. You have no right to a refund of money paid for a Licenced Product once that Product has been made available to you by email or download.

## **7. CONTENT YOU POST TO MAFUCATION STUDIOS WEBSITE**

You agree that you will not use or allow anyone else to use Mafucation Studios Website to Post any Content which is or may:

- 7.1. be information which could promote or assist any unlawful purpose;
- 7.2. consist in commercial audio, video or music files;
- 7.3. be illegal, obscene, offensive, threatening or violent;
- 7.4. be sexually explicit or pornographic;
- 7.5. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 7.6. solicit passwords or personal information from anyone;
- 7.7. be used to sell any goods or services or for any other commercial use;
- 7.8. include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
- 7.9. be incomplete or inaccurate or submitted otherwise than as requested by Mafucation Studios Website;
- 7.10. link to any of the material specified above, in this paragraph.

## **8. YOUR POSTING: RESTRICTED CONTENT**

In connection with the restrictions set out below, we may refuse or edit or remove Content which does not comply with these terms.

In addition to the restrictions set out above, Content must not contain:

- 8.1. hyperlinks, other than those specifically authorised by us.
- 8.2. keywords or words repeated, which are irrelevant to the Content Posted.
- 8.3. the name, logo, or trademark of any organisation other than yours.
- 8.4. inaccurate, false, or misleading information.

## **9. HOW WE HANDLE YOUR CONTENT**

- 9.1. Our privacy policy is strong and precise. It complies fully with current law.
- 9.2. If you Post Content to any public area of Mafucation Studios Website it becomes available in the public domain. We have no control who sees it or what anyone does with it.
- 9.3. Even if access to your text is behind a user registration, it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
- 9.4. We need the freedom to be able to publicise our services and your own use of them. You therefore now irrevocably grant us the right and licence to edit, copy, publish, distribute, translate, and otherwise use any Content that you place on Mafucation Studios Website, in public domains and in any medium. You represent and warrant that you are authorised to grant all such rights.
- 9.5. We will use that licence only for commercial purposes of the business of Mafucation Studios Website and will stop using it after a commercially reasonable period of time.
- 9.6. You agree to waive your right to claim authorship and your right to object to any distortion, mutilation or other modification of your work as provided in the Copyright Act 1978.
- 9.7. You now irrevocably authorise us to publish feedback, comments, and ratings about your activity through Mafucation Studios Website, even though it may be defamatory or critical.
- 9.8. Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it, and we will not protect your rights for you.
- 9.9. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.
- 9.10. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 9.11. Please notify us of any security breach or unauthorised use of your account.

- 9.12. We do not solicit ideas or text for improvement of our Service, but if you do send to us material of any sort, you are deemed to have granted us a licence to use it in the terms set out above.

## **10. REMOVAL OF OFFENSIVE CONTENT**

- 10.1. For the avoidance of doubt, this paragraph is addressed to any person who comes on Mafucation Studios Website for any purpose.
- 10.2. We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 10.3. If you are offended by any Content, the following procedure applies:
- 10.3.1 your claim or complaint must be submitted to us in the form available on Mafucation Studios Website, or contain the same information as that requested in our form. It must be sent to us by post or email;
  - 10.3.2 we shall remove the offending Content as soon as we are reasonably able;
  - 10.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
  - 10.3.4 we may re-instate the Content about which you have complained or not.
- 10.4. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 10.5. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

## **11. SECURITY OF MAFUCATION STUDIOS WEBSITE**

If you violate Mafucation Studios Website we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

- 11.1. modify, copy, or cause damage or unintended effect to any portion of Mafucation Studios Website, or any software used within it.
- 11.2. link to Mafucation Studios Website in any way that would cause the appearance or presentation of Mafucation Studios Website to be different from what would be seen by a user who accessed Mafucation Studios Website by typing the URL into a standard browser;
- 11.3. download any part of Mafucation Studios Website, without our express written consent;
- 11.4. collect or use any product listings, descriptions, or prices;



- 11.5. collect or use any information obtained from or about Mafucation Studios Website or the Content except as intended by this agreement;
- 11.6. aggregate, copy or duplicate in any manner any of the Content or information available from Mafucation Studios Website, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
- 11.7. share with a third party any login credentials to Mafucation Studios Website.
- 11.8. Despite the above terms, we now grant a licence to you to:
  - 11.8.1 create a hyperlink to Mafucation Studios Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any Product or Service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
  - 11.8.2 you may copy the text of any page for your personal use in connection with the purpose of Mafucation Studios Website or a Service we provide.

## **12. INTERRUPTION TO MAFUCATION STUDIOS SERVICE**

- 12.1. If it is necessary for us to interrupt our service, we will give you reasonable notice where this is possible and when we think the down time is such as to justify telling you.
- 12.2. You acknowledge that Mafucation Studios service may also be interrupted for many reasons beyond our control.
- 12.3. You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to our service.

## **13. INTELLECTUAL PROPERTY**

- 13.1. We will defend our Intellectual Property rights in all countries.
- 13.2. Except as provided in our Product Licence Terms, you may not copy, modify, publish, transmit, or sell, create derivative works from, distribute, perform, display, or in any way exploit any of our Intellectual Property or that owned by any third party and accessible to you via Mafucation Studios Website.
- 13.3. You may not use our name or logos or trademarks or any other content on any website of yours or that of any other person.
- 13.4. You agree that at all times you will:
  - 13.4.1 not to cause or permit anything which may damage or endanger our title to any of our Intellectual Property;

- 13.4.2 notify us of any suspected infringement of the Intellectual Property;
- 13.4.3 indemnify us for any loss or expense arising from your misuse of the Intellectual Property;
- 13.4.4 not use any name or mark similar to or capable of being confused with any name or mark of ours.

## **14. DISCLAIMERS AND LIMITATION OF LIABILITY**

- 14.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 14.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty, or term.
- 14.3. We sell Licenced Products and Services in good faith. But we make no representation or warranty that any Licenced Product or Service will be:
  - 14.3.1 useful to you;
  - 14.3.2 of satisfactory quality;
  - 14.3.3 fit for a particular purpose;
  - 14.3.4 available or accessible, without interruption, or without error.
- 14.4. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Mafucation Studios Website.
- 14.5. We shall not be liable to you for any loss or expense arising out of or in connection with your use of Mafucation Studios Website, which is indirect or consequential loss, or economic loss or other loss of turnover, profits, business, or goodwill. This applies whether in an action of contract, negligence or otherwise, even if such loss was reasonably foreseeable or we knew you might incur it.
- 14.6. We make no representation or warranty and accept no responsibility in law for:
  - 14.6.1 malfunction in any hardware of yours;
  - 14.6.2 malfunction in any Licenced Product provided by us unless you can prove that it was defective when you received it from us;
  - 14.6.3 the provision or failure to provide any firewall;
  - 14.6.4 accuracy of any Content or the impression or effect it gives;
  - 14.6.5 delivery of Content, material or any message;
  - 14.6.6 privacy of any transmission;

- 14.6.7 any act or omission of any person or the identity of any person who introduces himself to you through Mafucation Studios Website;
- 14.6.8 any aspect or characteristic of any goods or services advertised on Mafucation Studios Website;
- 14.7. Mafucation Studios Website includes Content Posted by third parties. We are not responsible for any such Content. If you come across any Content which offends you, please contact us via the "Contact us" page on Mafucation Studios Website.
- 14.8. We will do all we can to maintain access to Mafucation Studios Website, but it may be necessary for us to suspend all or part of our service for repairs, maintenance, or other good reasons. We may do so without telling you first.
- 14.9. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12-month period for the Services or Licenced Product concerned.

OR

- 14.10. Our total liability under this agreement, however it arises, shall not exceed the sum of R25,000. This applies whether your case is based on contract, tort, or any other basis in law.
- 14.11. This paragraph (and any other paragraph which excludes or restricts our liability or provides an indemnity to us) applies to our directors, officers, employees, subcontractors, agents, and affiliated companies, as well as to us.
- 14.12. If you become aware of any breach of any term of this agreement by any person, please tell us by email: [info@mafucation.com](mailto:info@mafucation.com). We welcome your input, but do not guarantee to agree with your judgement.
- 14.13. Nothing in this agreement excludes liability for a party's fraud.

## **15. YOU INDEMNIFY US**

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 15.1. your failure to comply with the law of any country;
- 15.2. your breach of this agreement;
- 15.3. any Content you Post to Mafucation Studios Website;
- 15.4. any data you send or upload to Mafucation Studios Website for storage or any other purpose;
- 15.5. a breach of the intellectual property rights of any person;
- 15.6. your failure to conform to any relevant Internet protocol;
- 15.7. any use of your site for a purpose forbidden by this agreement;
- 15.8. any act, neglect or default by any agent, employee, licensee or customer of yours;

- 15.9. a contractual claim arising from your use of the Licenced Products;
- 15.10. and for the purpose of this paragraph, you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at R750 per hour without further proof.

## **16. MISCELLANEOUS MATTERS**

- 16.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 16.2. You undertake to provide to us your current land address, e-mail address and telephone number as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
- 16.3. If you are in breach of any term of this agreement, we may:
- 16.3.1 terminate your account and refuse access to Mafucation Studios Website;
  - 16.3.2 issue a claim in any court.
- 16.4. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 16.5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 16.6. Any communication to be served on either of the parties by the other shall be delivered by hand or sent by fast-mail service or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

*Take care before agreeing to accept service by e-mail. It may be convenient, but you could miss or accidentally delete the message.*

- 16.7. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 16.8. So far as the law permits, and unless otherwise stated, this agreement does not give any right to any third party.
- 16.9. The validity, construction and performance of this agreement shall be governed by the laws of the Republic of South Africa, and you agree that any dispute arising from it shall be litigated only in that country.

## PRODUCT LICENCE TERMS

**We are:** Mafucation Studios (Pty) Ltd, a company registered in the Republic of South Africa, number 2020/264869/07.

Our address is: 05 Ogilvie Street, West Bank, East London, 5201, Province of the Eastern Cape, Republic of South Africa.

**You are:** Anyone who uses Mafucation Studios Website or buys from us.

### These are the agreed terms

These Product Licence Terms are supplemental and additional to the above terms and conditions (the "T&C") relating to use of Mafucation Studios Website. By buying or using any Licenced Product, you agree to be bound by them.

## 1. DEFINITIONS

In this agreement, the definitions in the T&C apply. In addition, the following words shall have the following meanings, unless the context requires otherwise:

"Copy or Publish"	with reference to a Licenced Product, means reproducing or publishing in whole or in part, using any means, in any medium. It includes breaking up, changing, cropping or any other change or use as part of some other created work.
"Restrictions on Use"	means first, the restrictions set out in this agreement and second, all restrictions or limitations arising from choices you made at the time of purchase. These may relate to limitations on use, territory, duration, or any other choice which defines the Licenced Product.
"Third Party Owner"	means an owner of a Licenced Product which is not owned by us.
"Licence"	means a licence granted by us to you in the terms of this agreement for use of a Licenced Product.
"Licenced Product"	means any product, material or thing offered for Licence by us on Mafucation Studios Website, whether or not bought by you. A reference to "Product" shall be a reference to all or part of a Product or to a Product changed by you in any way.

## 2. INTERPRETATION

The interpretation and definition provisions of the T&C apply also to this agreement.

### **3. THE LICENCE**

- 3.1. You confirm that you have authority to enter into this agreement and have obtained all necessary approvals to do so.
- 3.2. In entering into this contract, you have not relied on any representation or information from any source except that on Mafucation Studios Website.
- 3.3. We do not offer the Licenced Products in all countries. We may refuse a Licence if you live in a country we do not serve.
- 3.4. If any information you give us is inaccurate, your Licence is automatically terminated, and no refund of money will be due to you.
- 3.5. Subject to the terms of this agreement, we grant to you a Licence to use a Licenced Product.
- 3.6. This Licence is limited by the Restrictions on Use. You agree to comply with all Restrictions on Use no matter how communicated to you.
- 3.7. No express or implied licence of the Licenced Product or any other material is granted to you other than the express Licence granted in this agreement.

### **4. LIMITATIONS AND PERMISSIONS ON LICENCES**

- 4.1. You must not sub-license a Licenced Product.
- 4.2. You must not Copy or Publish a Licenced Product, except as specifically allowed in this agreement.
- 4.3. You may not allow any other person to use a Licenced Product, except in the situation or context for which you have bought it.
- 4.4. You may not represent or give the impression that you are the owner or originator of any Licenced Product.
- 4.5. You may not remove any identification or reference number or other information which may be embedded in any file of a Licenced Product.
- 4.6. Every publication or appearance of a Licenced Product on a website must be protected as far as the law allows by separate, specific, or general provisions against copying or publishing. We allow you to use the definition of "Copy or Publish" used in this agreement.
- 4.7. You may not use a Licenced Product:
  - 4.7.1 except for the use specified at the time of purchase;
  - 4.7.2 in a context which is pornographic;

- 4.7.3 containing a human model in any way which might degrade that person in the eyes of a reasonable viewer;
- 4.7.4 in part or as a whole, as a logo or otherwise to incorporate it in any intellectual property of yours;
- 4.7.5 in an application for mobile/cell phone use, except as part of a marketing programme based on a website;
- 4.7.6 for a secondary use, for example on social networks;

## **5. FREEDOM TO USE**

Despite the above limitations, you may copy a Licenced Product:

- 5.1. once for the purpose of system maintenance or to show or share with some other person who has a business interest in it;
- 5.2. to a contractor of yours whose contract is to work on the project or purpose for which you have bought the Licenced Product. In this case the Licence extends only to that project or purpose. If this happens, you remain liable to us in every way for the acts and omissions of your contractor. We advise you to obtain an appropriate agreement from your contractor to protect you in this regard.

## **6. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY**

- 6.1. You agree that at all times you will:
  - 6.1.1 not cause or permit anything which may damage or endanger our title to any Licenced Product or other Intellectual Property or the title of any Third-Party Owner whose work has been made available to us as a Licenced Product;
  - 6.1.2 notify us of any suspected infringement of the Intellectual Property.
- 6.2. If you use a Licenced Product in a way not allowed by this agreement, we may take legal action anywhere in the World. If loss to us or any other person results from your wrongful action, you will be liable to pay.
- 6.3. If we terminate the Licence on account of your breach, you agree that you will:
  - 6.3.1 immediately stop using the Licenced Product;
  - 6.3.2 destroy all copies of the Licenced Product in your possession or control;
  - 6.3.3 destroy any work of yours derived from a Licenced Product.
- 6.4. To give us assurance that you are using the Licenced Product in accordance with the terms of the Licence, you agree that you will give us copies of your works and materials containing or using a Licenced Product. We will give you 14 days notice of

this requirement. You agree also to provide access to relevant pages which have restricted access or are fire-walled.

- 6.5. If we reasonably believe that you are using a Licenced Product outside the scope of this Licence, you agree to provide written confirmation of your compliance, in a form to be drawn by us.

## **7. ASSIGNMENT**

- 7.1. You may not assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this agreement without our prior written consent, except that:
- 7.2. You may assign and transfer all your rights and obligations under this agreement to any person to which you transfer all of your business, provided that the assignee undertakes in writing to the other party to be bound by your obligations under this agreement.

## **8. THIRD PARTY OWNERS AND ADDITIONAL RESTRICTIONS**

Some Products offered for Licence on Mafucation Studios Website are owned by Third-Party Owners and not by us. Where that is indicated, the following additional provisions apply:

- 8.1. the price of the Licence includes a sum payable by us to the Third-Party Owner;
- 8.2. you have no obligation to make payment to the Third Party Owner;
- 8.3. we are the agent of the Third-Party Owner and accept all obligations and liability to you in connection with the Licenced Product;
- 8.4. you remain liable to the Third-Party Owner, through us, for compliance with this agreement;
- 8.5. in any event when you may be liable to the Third-Party Owner for breach of this agreement, you will indemnify us for all cost and liability arising from our relationship with the Third-Party Owner, our acting as his agent, or your buying a Licenced Product owned by him.

## **9. MISCELLANEOUS MATTERS**

- 9.1. At any time if we decide in our absolute discretion that you have failed to comply with any of the terms of this agreement, we reserve the right to terminate this agreement without refunding to you any payment made.
- 9.2. In some jurisdictions you may not use a human image without the consent of that person. That may apply to any person or only to a model. The permission is generally known as a "release". You alone are responsible for obtaining any necessary release and for paying any fees due.



- 9.3. Our Licenced Products are marked on Mafucation Studios Website with a notation as to whether a release may be necessary. If not marked, you may take it that the Licenced Product in question has not been released.