

Goya Pty Ltd  
PO Box 327, Mt Waverley, VIC, 3149 Australia  
<http://www.goya.com.au/refreshfm>  
Ph: +614 2575 8280

## **SOFTWARE LICENSE AGREEMENT AND WARRANTY.**

Goya Pty Ltd (hereinafter "the Licensor"), offers license to install, use and distribute the enclosed software only in accordance with the terms set out in this license agreement. If you do not agree to the terms as set out herein, you should delete all copies of the software promptly, and contact Goya Pty Ltd to request a refund.

1. **Ownership of the Software:** The Licensed software RefreshFM (hereinafter "the Software") and the components, incorporated intellectual property and accompanying written materials are owned by the Licensor and are protected by Australian and International copyright laws. You own the media on which the Software is recorded, but the Licensor retains ownership of the Software itself.
2. In downloading, using, copying or distributing unregistered or 'demo' copies of the Software, you agree to be bound by all laws, regulations or requirements of countries, provinces or jurisdictions in which you import, use or re-export the Software, as well as all restrictions which apply to registered users as set out below.
3. **Grant of License to use the Software:** The License to use the software entitles you to use as many copies of the software as you require on as many computers as you wish. There are no restrictions as to the number or frequency of use of the software. You may make copies as long as the software is in use only by the licensed user - other users will require their own license.
4. **Restrictions on Use:** You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent expressly permitted by applicable law. You may not modify, adapt, translate, rent, lease, loan or create derivative works based upon the software or any part thereof. You may not resell, hire or otherwise use any portion of the software in any other product without permission of the licensor.
5. **Modification of the software** is limited to the configuration process as outlined in the supporting documentation, and any other modification is prohibited.
6. **Transfer:** You may not transfer or assign your rights under this license to another party without the Licensor's written consent.

7. Licensor warrants that the Software will perform substantially in accordance with the accompanying written materials for a period of 120 days from the date of your receipt of the Software. Licensor disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement, with respect to the software and the accompanying written materials. This limited warranty gives you specific legal rights.
8. Jurisdiction: Licensor's entire liability and your exclusive remedy shall be replacement of the software that does not meet Licensor's limited warranty. Any replacement Software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.
9. This Limited Warranty is void if failure of the Software has resulted from modification, accident, abuse, or misapplication.
10. In no event will Licensor be liable to you for damages, including any loss of profits, lost savings, or other incidental or consequential damages arising out of your use or inability to use the software. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.
11. This Agreement is governed by the laws of the State of Victoria, Australia. If you have any questions concerning this Agreement or wish to contact the Licensor for any reason, please write to: PO Box 327, Mt Waverley, VIC, 3149 Australia.