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The copyright in the maps and other information on the downloaded map ("Map Data" or "Data") is owned by CREO INTERNATIONAL PTY LTD or its licensors with base data sourced from GEOSCIENCE AUSTRALIA, VICMAP OF THE STATE OF VICTORIA, LAND & PROPERTY INFORMATION OF THE STATE OF NSW, DEPARTMENT OF NATURAL RESOURCES AND MINES (DNRM) OF THE STATE OF QUEENSLAND, LANGATE OF THE STATE OF WESTERN AUSTRALIA, UBD GREGORY or WESTPRINT HERITAGE MAP COLLECTION ("Data Provider") depending on the map set purchased by the Customer.

By using or installing Map Data, you agree with CREO INTERNATIONAL PTY LTD to be bound by the terms of this End User License Agreement ("EULA") set out below which will govern your use of the Data. The Data may be used only with the VMS MAP EXPLORER APP ("Software").

ATTENTION:

By installing or using the Product you are agreeing to be bound by the terms of the following Agreement. You may not use the Product unless you agree to these terms and conditions set out by the Data Provider below. If you do not agree to the terms of the Agreement, you must not use the Product and you may return the undamaged Product to the place of purchase.

END USER LICENSE AGREEMENT (EULA):

This EULA applied to any of the following map sets:

- **iTOPO AUSTRALIA MAP SET**
- **VICMAP & VIC TOPO MAP SET**
- **NSW TOPO MAP SET**
- **QLD TOPO MAP SET**
- **WA TOPO MAP SET**
- **GREGORY'S MAP SET**
- **WESTPRINT HERITAGE MAP COLLECTION MAP SET**

1. Licence Granted

1.1 The Agreement permits the user to:

(a) Use the Product on the Customer's Computer for non-commercial use either personally or within the Licensee's organisation only.

(b) Duplicate the Data contained in the Product on one Computer only provided that the Customer reproduces on any such copy all copyright notices and readme files that are on the original Product. Any such copy is governed by the terms of the Agreement and is not permitted to be re-copied.

(c) Print (in any manner) all Data and information contained in the Product.

2. Conditions of Use

2.1 Without written permission of CREO INTERNATIONAL PTY LTD, the Customer agrees that it will not:

(a) Use the Product in a manner contrary to this Agreement.

(b) Digitise, vectorise or edit the Data other than permitted by this Agreement.

(c) Reproduce in any way, copy or extract any part of the Data and distribute it to a third party.

(d) Duplicate any data on the Product to another CD or DVD, flash memory or similar storage device.

(e) Remove, obscure or interfere with any copyright notice, trademark, warning or disclaimer contained in or on the Product or the Data.

(f) Commercialise the Data or derive any reward from the supply of the Data or any material printed or copied from the Data, whether modified or not.

(g) Transfer, give, assign, rent, lease, sell, charge, exchange, adapt (other than in the normal course of use), decompile, disassemble, create a derivative product or otherwise deal with the Product or the Data except pursuant to this Agreement.

(h) Use the Product in a manner contrary to any agreement the Customer has with any third party.

3. Ownership

3.1 CREO INTERNATIONAL PTY LTD expressly reserves all copyright and any other intellectual property rights to the Product and only grants the Customer a licence to use the Product as provided in this Agreement.

3.2 CREO INTERNATIONAL PTY LTD retains ownership and intellectual property rights of and to the Data, whether in its original form or as modified, printed and/or copied by the Customer.

4. Limited Warranties

4.1 Save to the extent permitted by law:

(a) The Product is provided to you "as is" without warranty of any kind, either express or implied. CREO INTERNATIONAL PTY LTD does not warrant that the Product will meet your requirements or that the operations of the Product itself or in conjunction with other product will be uninterrupted or error free.

(b) The Customer is entirely responsible for determining the suitability of the Product for their purposes and the use they make of the Product.

(c) CREO INTERNATIONAL PTY LTD disclaims all other warranties, either express or implied, including warranties of merchantability, fitness for purpose or for a particular purpose and non-infringement of third party rights unless such warranties are implied by law.

(d) Although a third party may provide technical support, CREO INTERNATIONAL PTY LTD does not warrant that technical support will be provided for the Product.

(e) No oral or written information or advice given by CREO INTERNATIONAL PTY LTD, its dealers, distributors, agents or employees shall create nor extend existing warranties. The Customer must not rely on any such information or advice unless in writing and signed by an authorised representative of CREO INTERNATIONAL PTY LTD.

5. Limited Remedies

5.1 The liability of CREO INTERNATIONAL PTY LTD for any breach of an express, statutory or implied warranty shall be limited, at its option, to the replacement and/or repair of the Product or a refund of the price paid by the Customer for the Product.

6. Limitation of liability

6.1 Whilst every effort has been made to ensure the accuracy of this Product, CREO INTERNATIONAL PTY LTD accepts no responsibility for any errors or omissions, which may be contained herein.

6.2 The Customer uses and relies on the Product entirely at their own risk and should not solely rely on the results or information obtained from the Product for any purpose, including navigation.

6.3 CREO INTERNATIONAL PTY LTD shall not be liable for any loss or damage to person or property, loss of income, loss of revenue, trade, business, information or profits including any direct, indirect, incidental or consequential loss from the installation or use of the Product or reliance upon any Data (irrespective of whether or not the Data is used in any navigation system or for the purposes of navigation) whether based on breach of contract, tort (including negligence), product liability or otherwise.

6.4 CREO INTERNATIONAL PTY LTD shall not be liable for any loss or damage caused as a result of the use of the Software however caused.

6.5 CREO INTERNATIONAL PTY LTD shall not be liable for any information, advice or technical support given by a third party unless in writing and signed by an authorised representative of CREO INTERNATIONAL PTY LTD.

7. Indemnity

7.1 The Customer agrees to indemnify CREO INTERNATIONAL PTY LTD for any loss or damage caused to the Customer or a third party as a result of any reliance made by the Customer on the Data or a breach by the Customer of any of the terms and conditions of this Agreement.

8. Choice of Law

8.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Victoria. CREO INTERNATIONAL PTY LTD and the Customer agree to be subject to the legal jurisdiction of the State of Victoria.

8.2 This Agreement contains the final, complete and exclusive agreement between CREO INTERNATIONAL PTY LTD and the Customer and supersedes all prior or contemporaneous agreements, whether written or oral.

9. Termination

9.1 This agreement remains in force indefinitely unless the Customer terminates the agreement by destroying the Product and any copies of the Data or the Customer breaches any term of this Agreement.

9.2 Upon termination the Customer agrees to return the Product and any Data in material form to CREO INTERNATIONAL PTY LTD, unless otherwise destroyed.

10. Inquiries

10.1 All questions concerning this Agreement can be directed to the Manager, CREO INTERNATIONAL PTY LTD, 9 Brett Drive, Carrum Downs, Victoria 3201 AUSTRALIA.

10.2 It is always recommended that you obtain independent legal advice before entering into any binding agreement.

11. Definitions

(a) "Agreement" means the licence agreement between CREO INTERNATIONAL PTY LTD and the Customer.

(b) "Product" means the iTOPO Australia Map Set or VIC TOPO MAP SET or NSW TOPO MAP SET, or QLD TOPO MAP SET or WA TOPO MAP SET or GREGORY'S MAP SET or WESTPRINT HERITAGE MAP COLLECTION MAP SET and all the Data and Related Items supplied or contained therein excluding the Software.

(c) "Computer" means a single stand-alone computer or mobile device not a server.

(d) "Customer" is the person or organisation acquiring iTOPO Australia Map Set (or one of VIC TOPO MAP SET, NSW TOPO MAP SET, QLD TOPO MAP SET, WA TOPO MAP SET, GREGORY'S MAP SET and WESTPRINT HERITAGE MAP COLLECTION MAP SET), accordingly, the licensee in respect of it.

(e) "Data" means the information and materials embodied in machine-readable media on the Product including, but not limited to, maps, artwork, illustrations, photographs, images and text.

(f) "CREO INTERNATIONAL PTY LTD" (ACN 118 361 283) is the owner of the intellectual property rights, including copyright, and other rights in the Product and is the licensor of the iTOPO MAP SET.

(g) "LAND & PROPERTY INFORMATION OF THE STATE OF NSW" is the owner of the intellectual property rights, including copyright, and other rights in the Product and is the licensor of the NSW MAP SET.

(h) "VICMAP OF THE STATE OF VICTORIA" is the owner of the intellectual property rights, including copyright, and other rights in the Product and is the licensor of the VICMAP and VICTOPO MAP SET.

(i) "DEPARTMENT OF NATURAL RESOURCES AND MINES (DNRM) OF THE STATE OF QUEENSLAND" is the owner of the intellectual property rights, including copyright, and other rights in the Product and is the licensor of the QLD TOPO MAP SET.

(j) "LANGATE OF THE STATE OF WESTERN AUSTRALIA" is the owner of the intellectual property rights, including copyright, and other rights in the Product and is the licensor of the WA TOPO MAP SET.

(k) "UBD GREGORY" is the owner of the intellectual property rights, including copyright, and other rights in the Product and is the licensor of the GREGORY'S MAP SET.

(l) "WESTPRINT HERITAGE MAP COLLECTION" is the owner of the intellectual property rights, including copyright, and other rights in the Product and is the licensor of the WESTPRINT MAP SET.

(m) "Related Items" means the printed matter, artwork and packaging supplied with the Product and the concept and design of the Product.