

LICENCE AGREEMENT

Background

- A The Licensor has established and developed the Materials.
- B The Licensor owns the Intellectual Property comprised in or relating to the Materials and also owns the exclusive rights to use and to commercialise the Materials and the Intellectual Property throughout the world.
- C The Licensor wishes to grant a licence of the Intellectual Property rights to the Licensee so the Licensee can use the Materials.
- D The Licensor and the Licensee agree that this Agreement records the terms and conditions of the use of the Materials.

Agreement:

1. Interpretation and Definitions

- 1.1 The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

"Agreement" means this Licence Agreement between the Licensor and Licensee

"Intellectual Property" and "Intellectual Property Rights" means and includes (but is not limited to):

- (a) the Materials;
- (b) all intangible and intellectual property rights of the Licensor including current and future registered and unregistered rights in respect of copyright, patents, designs, circuit layouts, trademarks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property comprised within or pertaining to the Materials; and
- (c) any registrations or applications, any divisionals to any registrations or applications, any right to file further applications, and the right to take action against any person for infringement of any rights relating to that intellectual property, misleading or deceptive conduct or passing off relating to that intellectual property, whether occurring before or after the date of this Agreement.

"Licensee" means the individual, company or other legal entity which is accessing the Materials.

"Licensor" means Build Tiny Limited.

"Materials" means the building plans and specifications annexed to this Agreement at Schedule 1 and any digital content made available for purchase, for free download, or otherwise provided by the Licensor to the Licensee including but not limited to PDF's, texts, and images.

- 1.2 In this Agreement, a reference to a statute or statute's provision includes:
 - (a) that statute or provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or provision.
- 1.3 The clause headings are intended as an aid to reading and do not affect the interpretation or construction of these terms and conditions.
- 1.4 These terms and conditions shall be given a fair, large and liberal interpretation to the fullest extent permitted by law and shall not be construed against the Licensor.

2. Price and Payment

- 2.1 The Licensee has paid the price indicated in the online shopping cart (being inclusive of GST) via the online payment processor, PayPal.
- 2.2 If the Licensee owes the Licensor any money the Licensee shall indemnify the Licensor from and against all costs and disbursements (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, debt collection agency costs, and/or bank dishonour fees) incurred by the Licensor in recovering, or attempting to recover, any amounts due and/or enforcing, or attempting to enforce, its rights and remedies under the Agreement or at law.

3. Termination

- 3.1 The Licensor may terminate or suspend access to the Materials immediately and without notice for any reason whatsoever, including without limitation the Licensee breaching any of the terms and conditions recorded in this Agreement.

3.2 Upon termination, the Licensee's right to use the Materials will cease immediately. All the provisions of this Agreement intended to survive termination will continue to have effect.

3.3 The Licensor will not be liable to the Licensee for any loss or damage it suffers because the Licensor has exercised its rights under this clause 3.

4. Limitation of liability

4.1 Information contained in the Materials does not constitute architectural advice, nor are they a substitute for architectural advice. Furthermore, any assistance and customer support provided by the Licensor does not establish an architect-client relationship.

4.2 The Licensor does not guarantee the Materials will be compliant with any applicable law in the Licensee's jurisdiction.

4.3 If the Licensee designs or constructs anything based on the Materials, the Licensee accepts responsibility for having the required knowledge, skill, and qualifications (as required in the Licensee's jurisdiction), or for engaging people with the required knowledge, skill, and qualifications to perform the design or construction.

4.4 It is entirely the Licensee's responsibility to check all dimensions and details, ensure compliance with any legal requirements and restrictions, and review all design, structural, mechanical, and electrical requirements prior to construction and to seek advice from engineers, licensed building practitioners, and/or architects.

4.5 To the maximum extent permitted by law:

- (a) the Licensee uses the Materials at its own risk; and
- (b) the Licensor is not liable or responsible to the Licensee or any other person for any loss under or in connection with this Agreement or use of the Materials. This exclusion applies regardless of whether the Licensor's liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.

4.6 Except to the extent permitted by law, nothing in these terms and conditions has the effect of contracting out of the New Zealand Consumer Guarantees Act 1993 or any other consumer

protection law that cannot be excluded. To the extent the Licensor's liability cannot be excluded but can be limited, the Licensor's liability is limited to the amount paid by the Licensee in acquiring the Materials pursuant to clause 2.1.

5. Privacy and Cookies Policy

5.1 Our collection and use of personal information in connection with the Website is governed by the Privacy and Cookies Policy available here https://www.buildtiny.co.nz/files/ugd/ea7f72_0d3b372775674f2a99ac7456cdf26e59.pdf

5.2 The Licensor complies with the New Zealand Privacy Act 2020 ("the Act") when handling personal information. This policy does not limit or exclude any of the Licensee's rights under the Act. Further information on the Act can be found here: www.privacy.org.nz.

6. Confidentiality

Any Intellectual Property, reports, correspondence and other like information prepared or made available by the Licensor or, as the case may be, the Licensee in connection with this Agreement shall be regarded as being confidential as between the Licensor and the Licensee except where disclosure of such information is specifically required to be made by the Licensee to any local or territorial authority (or equivalent authorities pertaining to the jurisdiction the Licensee is based in) as part of the Licensee's building consent application process (or any equivalent processes pertaining to the jurisdiction the Licensee is based in).

7. Intellectual Property

7.1 The Licensor owns all Intellectual Property and any Intellectual Property created as a result of providing the Materials to the Licensee.

7.2 Except as provided for in this Agreement, the Licensee shall gain no licence or proprietary rights in the Intellectual Property through its use of the Materials and shall not infringe upon, dilute or harm the Intellectual Property.

8. Terms of Licence

8.1 Subject to the terms and conditions of this Agreement, the Licensor grants to the Licensee a limited, one-time, non-exclusive licence to use the Materials for the duration of this Agreement.

8.2 The Licensee shall not be entitled to sublicense, lease, or otherwise directly or indirectly part with possession of any Intellectual Property or

Materials unless consented to in writing by the Licensor.

- 8.3 The licence created pursuant to clause 8.1 does not entitle the Licensee to use the license for a commercial project or use the license more than once. For the avoidance of doubt this means, for example, the Licensee cannot build multiple copies of the same home.
- 8.4 Should the Licensee wish to use the Materials again then the Licensee must enter into a new agreement with the Licensor to purchase the Materials.
- 8.5 The Licensee is entitled to:
- (a) Build one home for its personal use based on the Materials.
 - (b) Modify the Materials to ensure compliance with all relevant statutes, rules and regulations. Any modification of the Materials by the Licensee does not limit or alter the Licensor's proprietary and intellectual property rights in the Materials as set out in clause 7.
 - (c) Retain a single copy of the Materials upon completion of its project in a passive electronic form, for example in a PDF document.

9. Disputes Resolution

Any and all disputes arising between the parties will be resolved in the first instance by good faith discussions. In the event those discussions fail to resolve the dispute within a reasonable period, the parties will refer the dispute to mediation, by a mediator to be agreed upon by the parties, or failing such agreement, by a mediator nominated by the Resolution Institute upon request of either party.

10. Governing Law

- 10.1 This Agreement and the use of the Materials shall be governed under New Zealand law and be under the exclusive jurisdiction of the New Zealand courts.
- 10.2 Where relevant the parties shall comply with the provisions of all New Zealand statutes, regulations and bylaws of government, local and other public authorities that may be applicable to use of the Materials, including any occupational health and safety laws and any other relevant safety standards or legislation.

- 10.3 The Licensee's use of the Materials may also be subject to the Licensee's particular jurisdiction's local, state, or national laws, and/or international law. The Licensee's compliance with these laws is solely its responsibility.

11. General

- 11.1 These terms and conditions may have been translated. The parties agree that the original English text shall prevail in the case of a dispute.
- 11.2 The Licensor's failure to enforce any provision of these terms and conditions shall not be treated as a waiver of such provision, nor shall it affect the Licensor's right to subsequently enforce that provision.
- 11.3 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 11.4 The Licensor may freely assign its rights and obligations under this Agreement without the Licensee's consent. The Licensee may not, without the Licensor's prior written consent, assign, transfer, charge, license or otherwise dispose of or deal in any rights or obligations under this Agreement.
- 11.5 This Agreement is entered into for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement relating to this Agreement are not subject to the consent of any third party.

12. Acknowledgement and Acceptance

The parties are deemed to have accepted and be bound by this Agreement immediately following the Licensee's download of and access to the Materials.

13. Entire Agreement

This Agreement and the Materials annexed to it constitute the entire agreement between the parties and replaces the Licensor's terms of trade on its website and supersedes all prior agreements, contracts, understandings, negotiations, representations and discussions, whether oral or written, of the parties relating to the subject matter of this Agreement.