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8. The Publisher shall use its best efforts to maintain the site according to this Agreement. However, the user releases the Publisher from any liability it may have to the user for any direct or consequential loss the user may suffer as a result of the loss of access to the site or in any way related to the Publisher’s maintenance of the site.

9. To the maximum extent that the law allows neither the Publisher nor any officer, employee or agent of the Publisher, shall be liable to the licensee for any claim for breach of warranty or representation, express or implied, arising out of negligence and in no even shall the Publisher be liable for any damages, including consequential loss or damages arising directly or indirectly out of the use of the Full Content on INFORMIT e-LIBRARY.

10. This licence is granted for a period of one year commencing [insert date] and will renew automatically on an annual basis unless either party advises the other of non-renewal or the agreement is terminated under clause 11. The Publisher reserves the right in its absolute discretion to decline any request for renewal, or to grant renewal on different terms.

11. The Publisher may terminate this Agreement immediately by notifying you in writing if you are in breach of any term of this Agreement, and if that breach is not remedied within thirty (30) days of notification to you by the Publisher.

12. The Publisher may vary the terms of this Agreement by giving notice of such variation to you at your last address known to the Publisher. If you do not accept the terms of such variation, you may by notice in writing to the Publisher surrender this licence whereupon all your rights to use the Full Content on INFORMIT e-LIBRARY shall cease. If such notification is not received by the Publisher within thirty (30) days from the sending of the notice of variation to you by the Publisher then the terms of such variation shall apply.

13. This Agreement shall be construed in accordance with the laws of the State of Victoria and within the jurisdiction of the Victorian courts. Should any part of this Agreement be or become invalid that part at the option of the Publisher shall be severed from this Agreement without affecting the validity of the remaining provisions. No delay or indulgence by the Publisher in enforcing this contract shall prejudice its rights.

14. Signing the attached User Licence Agreement indicates acceptance of the terms and conditions of the Agreement and willingness to be bound by this Agreement.

Signed on behalf of _______________________________
(Full name of Licensee and ABN if appropriate)
of ________________________________________________
(Address)

_________________________   ______________________
Signature   Capacity – duly authorised officer of Licensee

_________________________   ______________________
Date     Email