



CG SPECTRUM TRAINING LTD.

SPECIAL TERMS AND CONDITIONS FOR USE OF CGS CHARACTERS

The CG Spectrum Training Ltd Terms and Conditions, which can be accessed [here](#), and these CG Spectrum Training Ltd. Special Terms and Conditions apply to the use of CGS Characters. These Special Terms and Conditions apply in addition to, and do not in any way limit, the CG Spectrum Training Ltd. Terms and Conditions.

If you have any questions or concerns about the terms of this Agreement please contact us at info@cgspectrum.com or by telephone at licence.

THE FOLLOWING PAGES CONTAIN IMPORTANT TERMS AND CONDITIONS, WHICH MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM CAREFULLY.

1.0 Limited Use Licence

During the Term, CGS grants you a personal, non-transferable and non-exclusive right to use the CGS Character for the Permitted Use under these Special Terms and Conditions and the CG Spectrum Training Ltd. Terms and Conditions.

2.0 Warranty

2.1 Without limiting clause 9 of the CG Spectrum Training Ltd. Terms and Conditions in any way, CG Spectrum Training Ltd warrants that it is the sole and legitimate owner of the CGS Character and that it has the right to licence the CGS Character to you. Except to the extent provided in these Special Terms and Conditions or the CG Spectrum Training Ltd. Terms and Conditions, no other warranty or guarantee is provided in relation to the CGS Character.

2.2 Without limiting clause 10.1 of the CG Spectrum Training Ltd. Terms and Conditions in any way, you acknowledge that the CGS Character (including the software file) may contain inaccuracies or errors and CGS expressly disclaims liability for any inaccuracies or errors to the extent permitted by law.

3.0 Limitation of Liability

3.1 Use of the CGS Character is entirely at your own risk. In no circumstances shall CGS be liable to you for damages (either direct or indirect) for the use or inability to use the CGS Character whether the CGS Character is used for a Permitted Use or otherwise.

4.0 Permitted Use

Subject to compliance with clauses 6.0, 8.0 and 9.0, you may use the CGS Character in any educational application, but not for any Unpermitted Use.

5.0 Unpermitted Uses

5.1 You may not use the CGS Character in connection with any image, animation or purpose which is:

- a) pornographic, excessively violent or obscene; or
- b) promotes or condones illegal activities; or
- c) incites hatred or violence against any protected group of people.

5.2 You expressly acknowledge that use of a CGS Character for an Unpermitted Use entitles CGS to terminate this limited use licence without notice and that such use may also give rise to a claim for damages.

6.0 Attribution

6.1 As consideration for the limited licence provided by CGS, you agree to prominently attribute the owner of the CGS Character in each Permitted Use. You may attribute CGS by including the attribution on the screen during a presentation, image or animation, or in the credits for any production, animation or use of the CGS Character. The attribution should say (for example, when using the “Daisy” character) “Daisy character courtesy of www.cgspectrum.com.”

6.2 (Educational institutions, colleges, universities, workshop facilitators, learning centres and online schools only (**Educational Institution**)) – in addition to complying with clause 6.1, as consideration for the limited licence provided by CGS, you must contact CG Spectrum at info@cgspectrum.com or by calling 1300 654 592 to obtain written consent of CGS for use of a CGS Character. Failure to obtain written consent allows CG Spectrum to revoke your limited use licence without notice.

7.0 Modifications

Subject to complying with clauses 4.0, 6.0 and 8.0, you may modify the CGS Character for your own personal use.

8.0 Distribution

In no circumstances may you sell, distribute or use for commercial gain the CGS Character or a modified copy of the CGS Character, except where the CGS Character is being used by an Educational Institution for educational purposes in accordance with clause 6.2 or where express written consent from CGS has been obtained.