

# Licence Agreement

**Jarrad Ian Blackburn t/as Beg Borrow and Steal Productions of PO Box 866, Exmouth, Western Australia, 6707(“BBS”)**

**and**

**You**

## **BACKGROUND:**

- A. BBS, with the assistance of its contracted artists (“**the Creators**”) produces digital artwork and associated items for use in roleplaying games (“**the Products**”).
- B. BBS owns the exclusive rights to use and commercialise the Products under licence from the Creators.
- C. You have agreed to become and remain a Supporter.

Definitions of capitalised words are set out in clause 8 of this Agreement.

1. BY CLICKING THE “JOIN” BUTTON ON THE BBS PATREON PAGE, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.
2. **GRANT OF LICENCE TO USE PRODUCTS**
  - 2.1 **Grant:** Subject to You becoming and remaining a Supporter and to the other terms of this Agreement, BBS grants to You for the Term, a non-exclusive and non-transferrable licence to use the Products for the Permitted Use (**Licence**).
  - 2.2 At no point, regardless of Support Level, are You granted the right to on-sell or provide free-of-charge to any third party any copy of Products supplied by BBS outside of the exceptions listed in the defined Permitted Use granted to you. The inclusion of Products provided by BBS in larger works, anthologies, collections or creative works such as, but not limited to, adventure modules, map packs, campaign guides and “one-short” adventures, is also prohibited.
3. **RESTRICTIONS ON RIGHT TO USE PRODUCTS**
  - 3.1 **Permitted Purpose:** The Products must only be used for the Permitted use.
  - 3.2 **No right to distribute, transfer, resell, assign or sublicense:** You must not make available in any medium or manner, enable others to access (subject to exceptions listed in the defined Permitted Use granted to You), distribute, transfer, resell, assign, sublicense or otherwise deal with any Product (or the related Intellectual Property) or any of Your rights under this Agreement (including but not limited to making the Products available to any third party) unless You obtain the prior written consent of BBS. Without limiting the generality of this clause 3.2:
    - (a) no other person is permitted to access, use, copy, distribute or modify any Products (or related Intellectual Property) provided to You by BBS under this Agreement;
    - (b) You must not allow or invite any third party to copy, download, extract or access, as a stand alone file or otherwise, any Product made available to You by BBS;
    - (c) You must not post on any website a link or other means of access to Products supplied to you by BBS;

- (d) You must not grant a security interest (or other encumbrance) in this Licence, the Products, or any of Your rights under this Agreement to any third-party; and
- (e) No-one else is permitted to use Your Licence.
- 3.3 **No reverse engineering:** You must not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of any Product, or associated Intellectual Property Rights.
- 3.4 **Limits on use of Website:** In Your use of the BBS Website and the Products, You must not:
  - (a) provide a link to another URL;
  - (b) upload content or other information to the BBS Website unless permitted in writing from BBS to do so;
  - (c) do anything to damage, interfere or disrupt access to the BBS Website, the Products or do anything which might impair their functionality;
  - (d) use the BBS Website or the Products in any way to send unsolicited (commercial or otherwise) e-mail or any material for marketing or publicity purposes, or any similar use;
  - (e) publish, post, distribute, disseminate or otherwise transmit, defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable material or information;
  - (f) make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, “trojan horses”, “worms” or any other harmful software;
  - (g) remove any content or information from the BBS Website, other than that permitted under the terms of the Licence;
  - (h) falsify the true ownership of a Product or other material or information made available via the BBS Website;
  - (i) obtain or attempt to obtain unauthorised access, through whatever means, to the BBS Website;
  - (j) use the BBS Website or the Products other than in accordance with this Agreement; or
  - (k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts.
- 3.5 **Breach:** If You breach any of clauses 3.1 to 3.4 inclusive, BBS reserves its rights to terminate this Agreement in accordance with clause 6.1, terminate Your access to the BBS Website and the Products and/or take any other steps available to it at law.

#### 4. THE SUPPORTER’S ACCESS TO PRODUCTS

- 4.1 **Access:** Following the Commencement Date, You will be provided with access, via the BBS Website, to the Products. BBS will use its reasonable endeavours to ensure that the BBS Website remains available but cannot guarantee that this will be the case at all times. This includes where planned or unplanned maintenance occurs, or where there are difficulties in internet communications.
- 4.2 **Expiry:** Your Licence will expire at the end of the Term unless renewed by BBS, and may be suspended or terminated earlier in accordance with clause 6.1 if You are otherwise in breach of this Agreement.
- 4.3 **Confidentiality:** The Licence is granted exclusively to You. You must keep details of the Your Licence, the Products and Your BBS Account access details secure and confidential. Unless expressly permitted by this Agreement, or otherwise authorised in writing by BBS, You must not share Your Licence, the Products, or Your BBS Account access details with any person.
- 4.4 **Notification:** You must notify BBS immediately in writing if You become aware:
  - (a) that there is or has been an unauthorised use of Your Licence and account access details, or any other security breach relating to Your BBS Account;
  - (b) of any claim by any person of any rights to any of the Products or associated Intellectual Property Rights;

## 5. THE SUPPORTER'S WARRANTIES

### 5.1 **Warranty:** You warrant that:

- (a) any information You supply to BBS in respect of this Agreement is complete and correct.
- (b) You must keep BBS informed of any change to Your information provided to BBS, including any change to Your contact details, or the details of a bank account or credit card used for payment;
- (c) You must immediately notify BBS of any usage of any Product that occurs outside the scope of the Permitted Use and provide any other information reasonably requested by BBS;
- (d) You have the power to enter into this Agreement and to perform the obligations under it; and
- (e) You will comply with all relevant laws relating to Your use of the:
  - (i) Licence;
  - (ii) Products; and
  - (iii) BBS Website.

## 6. TERMINATION AND EXPIRY

6.1 **Breach:** In the event that You cease to be a Supporter or commit any breach of a term of this Agreement, and if such breach is capable of being rectified, has not been rectified within 5 Business Days of notice to You, BBS may, at its absolute discretion, elect to terminate this Agreement by notice to You.

6.2 **Termination for convenience:** Regardless of anything else in this Agreement, either party may terminate this Agreement upon giving the other party 30 days notice in writing.

6.3 **Consequences:** If this Agreement is terminated under clauses 6.1 or 6.2 or expires under clause 4.2:

- (a) the Licence immediately terminates and the Products and Your BBS Account access details will no longer be available to You;
- (b) You must immediately destroy, delete or return (at BBS's discretion) all Product;
- (c) You are not permitted to use any Products and BBS Account access details for any purpose; and
- (d) You will only be entitled to continued use of the Products and Your BBS Account access details if BBS grants You a new licence.

## 7. INTELLECTUAL PROPERTY

7.1 **Ownership:** The Products (including the functionality of the Products), the BBS Website and all of the content on the BBS Website, including, but not limited to, text, graphics, data, photographic images, moving images, sound, illustrations, software, and the selection and arrangement thereof, and all associated Intellectual Property Rights, are owned by BBS, its licensors, or the Creators. Except for the limited licence granted to You by clause 2.1, no ownership or Intellectual Property Rights in any Product will pass to You. BBS reserves all of its Intellectual Property Rights.

7.2 **Trademarks and Trade names:** You must not remove any trademarks or trade names from the Products. All right, title and interest in all BBS trademarks will remain with BBS. Nothing in this Agreement confers upon You any right to use or modify any of BBS's trademarks or trade names.

7.3 **No Liability for Claims:** To the extent permitted by law, in no event will BBS, its Creator, agents or affiliates be liable for any Claims of any kind arising from or connected with the use of the BBS Website or the Products.

7.4 **Viruses:** BBS tries to ensure that the Products and the BBS Website are free from viruses and harmful code but BBS cannot guarantee that files You download from the BBS Website will be free of contamination or destructive properties. BBS suggests You install and use appropriate and up to date anti-virus and anti-spyware at all times.

7.5 **Amendment of this Agreement:** BBS reserves the right to update and amend this Agreement from time to time. Unless otherwise stated, amendments will be effective thirty (30) days after posting of the amended Agreement on the BBS Website. Your continued use of Products will be deemed to constitute Your acceptance of the amended Agreement.

It is Your responsibility to ensure that You are familiar with the most recent version of this Agreement prior to each use of the Products.

- 7.6 **Waiver:** Any waiver of any terms of this Agreement will be effective only if in writing and signed by BBS. Any rights not expressly granted herein are reserved.
- 7.7 **Severability:** If one or more of the terms of this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.
- 7.8 **Entire Agreement:** This Agreement:
- (a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
  - (b) supersedes any prior agreement or understanding on anything connected with that subject matter.
- 7.9 **Governing Law:** This agreement is governed by the laws of Western Australia, Australia, and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia and the Commonwealth of Australia.
- 7.10 **Independent Legal Advice:** You have had the opportunity before entering into this Agreement to seek separate and independent legal advice concerning this Agreement including as to the effect this Agreement will have upon Your rights and obligations.
- 7.11 **Assignment:** You cannot assign any of Your rights under this Agreement without the prior written consent of BBS.

## 8. DEFINITIONS

In this Agreement:

**BBS Account** means the account which BBS creates when You click on the “Join” button on the BBS Website.

**BBS Website** means [www.patreon.com/bbsproductions](http://www.patreon.com/bbsproductions) and any associated websites of which Beg, Borrow and Steal Productions is the creator and social media accounts officially created or belonging to Beg, Borrow and Steal Productions. Also includes the google drives and access to folders provided within.

**Claim** means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment of any kind however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

**Commencement Date** means the date by which You have clicked on the “Create Account” button on the BBS Website and have received an email from BBS confirming that a BBS Account has been created for You.

**Commercial Use** means to distribute, transfer, sell, sub-licence or pass possession of or grant access to any Product (in whole or in part) for the purpose of commercial benefit or gain by You or anybody else.

**Game** means a roleplaying game.

**Intellectual Property Rights** includes all industrial and intellectual property rights throughout the world including copyright, moral rights, trademarks, names, logos, patents and patentable inventions, registered and registerable designs, rights to protect confidential information and any similar rights whether owned by BBS at the date of this Agreement or acquired or developed later.

**Licence** means the licence granted by clause 2.1.

**Limited Commercial Use** means You are permitted to download the Products or the associated google drive to which You have been granted access by BBS [www.patreon.com/bbsproductions](http://www.patreon.com/bbsproductions) and You are permitted to make the following commercial applications of the Products:

- (a) The use of the Product in a live or recorded Game from which You, or a party associated with You is gaining an income regardless of source, amount or type.
- (b) The display and use of the Product as the topic of discussion or, shown in passing, during a video or live event.
- (c) The use of a Map or other Product digitally or physically in a face-to-face Game where You or a party associated with You is gaining an income regardless of source, amount or type.

**Map** means any and all digital artwork, its physical recreation by BBS or third party.

**Permitted Use** means Your use of the Products, according to Your Support Level, in accordance with this Agreement and at all times excludes any:

- (a) Commercial Use not otherwise specified; and
- (b) Unlawful use.

**Private Non-Commercial Use** means You are permitted to download Products from [www.patreon.com/bbsproductions](http://www.patreon.com/bbsproductions) or the associated Google Drive to which You have been granted access by BBS.

You may not, under any circumstances, reproduce, republish or share the Products to which You are granted access in whole or in part, with any third party either individually or as a group. These restrictions also prohibit:

- (a) The use of the Product in a live or recorded Game broadcast to an audience beyond players involved in the Game; and
- (b) The provision to any third party of access to the Products.

The Products may be used in accordance with the above restrictions and the following exceptions:

- (a) The Products may be printed for use at Your private residence in a non-commercial, private setting.
- (b) The Products may be uploaded to a Virtual Tabletop Website or Program such as Foundry or Roll20 for the express purpose of playing a Game with a limited and immediately identifiable number of people who are a part of the aforementioned Game. This group of people playing the Game must include You. This exception does not apply if the Game or if the uploading of the Map or other Product to such a service allows other players in the Game to download a permanent copy for their own use, regardless of whether or not they act on their ability to do so.

**Term** means the period commencing on the Commencement Date and ending on the Termination Date.

**Termination Date** means the date upon which either You or BBS terminates this Agreement.

**Unlawful Use** means any use or purpose not permitted by law, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

**Supporter** means the person who has created the BBS Account by clicking the “Create Account” button on the BBS Website and for so long as they continue to provide the financial support to BBS that meets the requirements, specified on the Website, of BBS at least one support tier in the Support Level.

**Support Level** means the support tiers named “Snacks”, “Pizza”, “Soda” and “Merch” details of which are on the BBS Website . The Permitted Use associated with each support tier is:

- (a) “Snack” and “Pizza” : Private Non-Commercial use.
- (b) “Soda” and “Merch”: Limited Commercial use.

**You and Your** means the Supporter who has created the BBS Account by clicking the “Create Account” button on the BBS Website.

## 9. NOTICES

9.1 The address of BBS for all notices and other communications to it is [bbsproductions@live.com.au](mailto:bbsproductions@live.com.au).

9.2 The address for You for all notices and other communications is the email address that You specify in your application for a BBS Account.