Ballyland Keyboarding Software Disclaimer

WARRANTY DISCLAIMER.
It is understood that Ballyland Early Learning program, the website, its software, including documentation and any updates, and all content found on it are provided on an “as is” and “as available” basis without warranty of any kind, whether express, implied statutory or otherwise, as to the suitability or usability of the website, its software or any of its content.
This includes, without limitation, any representations, warranties or conditions regarding:
• the contents or accuracy of the Work;
• title, merchantability, or fitness for a particular purpose;
• non-infringement;
• the absence of latent or other defects; or
• the presence or absence of errors or bugs, whether or not discoverable.

Should you encounter any bugs, glitches, lack of functionality or other problems on the website, please contact us via email: mail@sonokids.org

Ballyland was designed for use with the normal keys of a standard English language QWERTY keyboard. This ensures that the child can safely press Any Key in the Entry level, with only sound effects, stories and songs as a result.
Extra and alternative keys or control buttons, as well as other keyboard types and different language versions, may respond differently: produce different sounds, produce no sound at all, or execute an action. Sonokids strongly advises users of other keyboards than the standard English language QWERTY keyboard to check the keys' responses before the child starts to play.

LIMITATION OF LIABILITY.
Neither Sonokids Australia, Sonokids Foundation, nor its directors, staff members, advisors, affiliates and suppliers shall in any event be liable for any damages whatsoever arising out of or related to the use of or inability to use the software, including but not limited to direct, indirect, special, incidental, or consequential damages and damages for loss of business profits, business interruption, loss of business information, loss of data or other pecuniary loss. Even if Sonokids has been advised of the possibility of such damages, whether such liability is based on contract, tort, warranty, or any other legal or equitable grounds.
Sonokids will not be liable for any loss, whether such loss is direct, indirect, special or consequential, suffered by any party as a result of their use of Ballyland Early Learning program, its software, documentation, website or content. Any downloading of material from the website is done at the user’s own risk and the user will be solely responsible for any damage to any computer system or loss of data that results from such activities or from using the program.

To the full extent permitted by applicable law, and except for any liability arising from contrary agreement, in no event will Sonokids be liable on any legal basis (including without limitation, negligence) for any loss or damage whatsoever, including (without limitation):
• loss of production or operation time, loss, damage or corruption of data or records; or
• loss of anticipated savings, opportunity, revenue, profit or goodwill, or other economic loss; or
• any special, incidental, consequential, punitive or exemplary damages arising out of or in connection with this Licence or the use of the Work, even if the Licensor has been advised of the possibility of such damages.

PROPRIETARY RIGHTS.
Ballyland is the proprietary product of Sonokids and is protected under copyright laws, other laws and international treaty provisions. You may not remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the software. The structure, organization and code of the software are the valuable trade secrets and confidential information of Sonokids. Ownership of the software and its source code, and all copies, derivative works, modifications, translations and merged portions thereof, as well as all intellectual property related thereto, shall at all times remain with Sonokids. All rights not expressly granted hereunder are reserved to Sonokids.
GRANT OF LICENSE and TERM. Ballyland is being licensed to you, which means you have the right to use the software only in accordance with this Agreement and the specific and exact conditions of your License. The software is considered "in use" on a computer when it is loaded into temporary memory or installed into permanent memory. Your right to use the software is non-exclusive and non-transferable. You shall not have any right to decompile, reverse engineer, disassemble, copy or modify the software. You may not copy, sublicense, lease, distribute, sell or grant rights in the software to any other person. You may not transfer this Agreement or the rights granted to you under this Agreement.
BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENCE. THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
TERMINATION. This Agreement is effective from the date you accept this Agreement and shall remain in force until it expires or is terminated. This Agreement will automatically expire upon the earlier of (a) the initial commercial release of a generally available version of the Ballyland Early Learning program or (b) automatic expiration of the Beta software based on the system date. Either we or you may terminate this Agreement at any time for any reason or no reason by providing written notice to the other. Upon any expiration or termination of this Agreement, the rights and licenses granted to you under this Agreement shall immediately terminate, and you shall immediately cease using the software, remove the software from the computer on which you have it installed and destroy any copy of the documentation you have printed.
NO SUPPORT SERVICES.
Sonokids is under no obligation to support the Ballyland software in any way or to provide any updates to Licensee.
August 2017