

# Office Fridge End User License Agreement

Office Fridge 1.0

Copyright (c) 2014 Officer for Culinary Decency (OCD)

\*\*\* END USER LICENSE AGREEMENT \*\*\*

*IMPORTANT: PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THIS APPLIANCE.*

## 1. LICENSE

By opening the fridge door, and/or using Office Fridge 1.0 ("Appliance") to store your food, drinks and other perishables, you agree that this End User License Agreement (EULA) is a legally binding and valid contract and agree to be bound by it. You agree to abide by the culinary decency laws and all of the terms and conditions of this Agreement.

Unless you have a different license agreement signed by Officer for Culinary Decency (OCD) your use of Office Fridge 1.0 indicates your acceptance of this license agreement and warranty.

Subject to the terms of this Agreement, the OCD grants to you a limited, non-exclusive, non-transferable license, without right to sub-license, to use Office Fridge 1.0 in accordance with this Agreement. The OCD does not transfer the title of Office Fridge 1.0 to you; the license granted to you is not a sale. This agreement is a binding legal agreement between the OCD and the users of Office Fridge 1.0.

If you do not agree to be bound by this agreement, remove Office Fridge 1.0 from your life now and, if applicable, promptly return to the OCD any wares that are stored in Office Fridge 1.0 along with any related documentation and packaging in your possession.

## 2. DISTRIBUTION

Office Fridge 1.0 and the license herein granted shall not be copied, shared, distributed, re-sold, offered for re-sale, transferred or sub-licensed in whole or in part except that you may make one copy for archive purposes only. For information about redistribution of Office Fridge 1.0 contact the OCD.

## 3. USER AGREEMENT

### 3.1 Use

Your license to use Office Fridge 1.0 is contingent on your continued respect the rights of other licence holders to use Office Fridge 1.0 within the terms of this agreement.

### 3.2 Use Restrictions

You shall use Office Fridge 1.0 in compliance with all applicable laws and not for any unlawful purpose. Without limiting the foregoing, use, display or distribution of material in or on Office Fridge 1.0 that is pornographic, racist, vulgar, obscene, defamatory, libelous, abusive, promoting hatred, discriminating or displaying prejudice based on religion, ethnic heritage, race, sexual orientation or age is strictly prohibited.

### 3.3 Culinary Decency

This Appliance is reserved for the storage of materials deemed by the OCD to satisfy the criteria for "culinary decency". Provisions and other related items stored within the Appliance must adhere to this restriction at all times. Should any items stored within the Appliance cease to meet the criteria, you agree to grant the OCD the exclusive right to terminate any unsanitary items in accordance with section 3.7 of this agreement. The criteria for termination is at the sole discretion of the OCD .

You shall not, and shall not attempt to, modify, reverse engineer, disassemble or contaminate Office Fridge 1.0 or any of its contents. Culinary Decency law and international Standards of Common Sense treaty provisions protect all parts of Office Fridge 1.0, contents and services.

No food, drink, condiments or other perishables stored within the Appliance may be consumed or used in any way by the user except as intended within the bounds of the user agreement. All rights to assess and terminate unsanitary items not expressly granted hereunder are reserved for the OCD.

### **3.4 Limitation of Responsibility**

You will indemnify, hold harmless, and defend the OCD, its employers, agents and distributors against any and all claims, proceedings, demand and costs resulting from or in any way connected with your use of Office Fridge 1.0.

In no event (including, without limitation, in the event of negligence) will the OCD, its employees, agents or distributors be liable for any consequential, incidental, indirect, special or punitive damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of productivity due to fatigue, loss of satiation, or pecuniary loss implied by termination), in connection with or arising out of or related to this Agreement, Office Fridge 1.0 or the use or inability to use Office Fridge 1.0 or the furnishing, performance or use of any other matters hereunder whether based upon contract, tort or any other theory including negligence.

The OCD's entire liability, without exception, is limited to the preservation of the customers' health and safety in exchange for the disposal of unsanitary products, all copies, registration papers and manuals, and all materials that constitute a transfer of material from the Appliance back to the OCD, in which case destruction may proceed.

### **3.5 Warranties**

Except as expressly stated in writing, the OCD make no representation or warranties in respect of this Appliance and expressly excludes all other warranties, expressed or implied, oral or written, including, without limitation, any implied warranties of merchantable quality or fitness for a particular purpose. The OCD does not guarantee stored items to be preserved in the case of an unscheduled cessation of power to the Appliance.

### **3.6 Governing Law**

This Agreement shall be governed by the laws of Australia applicable therein. You hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of Australia therefrom. If any provision shall be considered unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this License and not affect the validity and enforceability of any other provisions.

### **3.7 Termination**

Any failure to comply with the terms and conditions of this Agreement will result in automatic and immediate termination of this

license granted herein; thence you agree to immediately cease use of Office Fridge 1.0 and destroy all licences granted to you for Office Fridge 1.0 under this Agreement. The financial obligations incurred by you shall survive the expiration or termination of this license.

Termination of this Agreement and your associated perishable items is defined as your failure to uphold your obligations for respectful use of the Appliance as outlined in the above subsections of the Agreement. Qualification for termination is at the sole discretion of the OCD and includes but is not limited to:

- items which are obviously not fit for human consumption;
- items which can no longer be classified as "food" or "drink" or where a more accurate description would be "science experiment" or "biohazard";
- items which are deemed chemically or biologically unsafe and pose a risk to the security of the Appliance by a reasonable visual and sensory assessment; and
- items with attached supporting documentation, that exceed the maximum allowed occupancy of the Appliance (7 days).

Should the need for termination arise, you agree to forfeit all rights of ownership to any packaging materials and paraphernalia associated with and/or contaminated by items marked for termination, the possession of which will be immediately and irrevocably transferred to the OCD. Any supporting documentation claiming ownership of related material and/or items will be disregarded completely.

### **4. DISCLAIMER OF WARRANTY**

THIS APPLIANCE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED. THIS DISCLAIMER CONCERNS ALL MATERIALS GENERATED AND MODIFIED BY OFFICE FRIDGE 1.0 AS WELL.

### **5. CONSENT OF USE OF DATA**

You agree that the OCD may collect and use data gathered in any manner as part of the services provided to you, if any, related to Office Fridge 1.0. The OCD may also use this information to provide notices to you which may be of use or interest to you.