

Divorce in New Jersey: A Self-Help Guide
Professional Organization License Agreement

1. GRANT OF LICENSE

- A. This license applies to special libraries maintained by professional organizations as defined by N.J.A.C. 15:21-1.2.
- B. Legal Services of New Jersey (LSNJ) has authorized your access to one copy of the electronic version in PDF format of *Divorce in New Jersey: a Self-Help Guide* (Divorce Manual). The Divorce Manual contains copyrighted material owned by LSNJ. LSNJ grants to the authorized professional organization a nonexclusive, nontransferable license to use the Divorce Manual according to the terms and conditions contained below.

2. RESTRICTIONS

- A. Professional organizations governed by this Agreement are granted a license subject to the following terms:
 - (1) Payment to LSNJ of a one-time license fee of \$500 for perpetual use of the current edition of the Divorce Manual. In the event that new or updated editions are issued by LSNJ, these organizations will be required to pay a new licensing fee at the rate set at that time.
 - (2) There is no limit on the number of users of the Divorce Manual provided that such use is only for personal, educational, research, and non-commercial purposes by the organization's staff or those with a formal affiliation with the organization.
 - (3) The holder of the license is permitted to make an e-book file available within the organization's building or offices and via authenticated remote access.
- B. Authorized professional organizations shall not:
 - (1) Resell, rent, assign, distribute, or otherwise transfer all or any part of the Divorce Manual or any rights granted hereunder to any other person, business, organization, or agency;
 - (2) Duplicate, reproduce, print, modify, remove, delete, augment, add to, create derivative works, or in any way exploit any content of the Divorce Manual, except that forms contained in the Divorce Manual may be duplicated for those uses specified under section 2.A(2) above;
 - (3) Remove any proprietary notices, labels, or marks from the Divorce Manual;
 - (4) Transfer or sublicense title to the Divorce Manual to any other party;
 - (5) Download the file/e-book of the Divorce Manual after the initial download or assist in the distribution, reproduction, or download of the file/e-book thereafter.

Violations of provisions governing this license or of other applicable provisions of this Agreement will result in the termination of the license.

3. INTELLECTUAL PROPERTY PROTECTION

The Divorce Manual is the exclusive property of LSNJ and LSNJ is its sole distributor. Any reproduction or distribution of the Divorce Manual that is not expressly granted by LSNJ is prohibited. The Divorce Manual is protected by copyright and other intellectual property laws. LSNJ reserves all rights to the Divorce Manual not expressly granted in this Agreement. This license and the user's right to use the Divorce Manual will terminate if the user violates any part of this Agreement. In the event of termination, the user agrees to destroy all electronic versions of the Divorce Manual.

4. LIMITED WARRANTY

LSNJ warrants that the files containing the electronic version of the Divorce Manual are free from defects and can be read by a PDF reader. Except for this express limited warranty, LSNJ makes no warranties, express, implied, statutory, or in communications with the user, and LSNJ specifically disclaims any other warranty of merchantability or fitness for a particular use.

5. LIMITATION OF LIABILITY

In no event will LSNJ be liable for any damages, whether arising in tort or contract, or for other special, incidental, consequential, or indirect damages arising from the use of or inability to use the Divorce Manual.

6. GENERAL

This Agreement constitutes the entire agreement between the license holder, any user, and LSNJ. The Agreement is governed by the laws of the State of New Jersey.