



# Mediality Website Terms and Conditions

[mdt.link/terms](https://mdt.link/terms)

## 1. Application of the terms of Use

These terms of use cover all websites owned by Mediality Pty Ltd (ABN 88 006 180 801) and its subsidiary companies Medianet Australia Pty Ltd (ABN 76644319915), Mediaverse Pty Ltd (ABN 97079302873), Pagemasters Pty Ltd (ABN 24050545045) and Mediality Racing Pty Ltd (ABN 64643238948) ('Mediality websites'). This agreement together with any additional terms, conditions, notices and disclaimers contained elsewhere on the Mediality websites form the conditions of supply of content on, use, and access to, the Mediality Websites.

Your use of the Mediality Websites constitutes your acceptance of these terms.

## 2. The Mediality Websites

The websites which form the 'Mediality Websites' are operated by Mediality Pty Ltd and its related bodies corporate (collectively 'Mediality').

## 3. Use of Content included on the Mediality Websites

All information, text and images included on the Mediality Websites is for personal use only and may not be re-written, copied, re-sold or re-distributed, framed, linked, shared onto social media or otherwise used whether for compensation of any kind or not, without the prior written permission of Mediality. Images displayed on Medianet NewsHub pages may be used for editorial purposes only.

## 4. Accuracy of content

The Mediality Websites and content included on them are published for information purposes only without assuming a duty of care. Mediality is not in the business of providing professional advice, and gives no warranty, guarantee or other representation about the accuracy of the information or images contained on the Mediality Websites. Mediality is not liable for errors, omissions in, delays or interruptions to or cessation of the Mediality Websites through negligence or otherwise.

## 5. Limitation of liability

To the maximum extent permitted by law, Mediality and its third party suppliers exclude all liability to any person for loss or damage of any kind arising from or relating in any way to the content included on the Mediality Websites and /or any use of the Mediality Websites. Where any law implies a condition, warranty or guarantee into these terms of use which may not be lawfully excluded, then to the maximum extent permitted by law, Mediality's liability for breach of the condition, warranty or guarantee will at Mediality's option be limited to the re-supply of the relevant service or the payment of the cost of having that service resupplied.

## 6. Copyright

Unless otherwise stated, Mediality reserves all copyright in the content and design of the Mediality Websites. Mediality owns all such copyright or uses it under licence or applicable law.

You may view the Mediality Websites and their content using your web browser and make a temporary copy of all or part of the Mediality Websites for your personal use only.



## **7. Trade marks**

The Mediality Websites include registered and unregistered trade marks, including but not limited to the word Mediality, the Mediality logo, Pagemasters and associated logos, Medianet and associated logos, MessageConnect and associated logos, Directories and associated logos, Mediaverse and associated logos, Mediality Racing and associated logos. You may not use any of Mediality's trade marks or the names 'Mediality Pty Ltd' or 'Mediality' without first obtaining Mediality's prior written consent.

## **8. Privacy**

Mediality will collect and use personal information in accordance with Mediality's privacy policy (as subject to Australia's privacy laws), which is available on [mdt.link/terms](https://mdt.link/terms).

## **9. Applicable law**

These terms of use and all other specific and additional terms which govern your use or access to the Mediality Websites will be governed and construed in accordance with the laws of the state of New South Wales, Australia.

## **10. Third Party Agreements**

You acknowledge that our services may incorporate certain third party products or software ('Third Party Products') and that your rights and obligations with respect thereto are subject to any terms that might accompany such Third Party Products ('Third Party Agreement(s)'). You agree that your use of Third Party Products is subject to terms and conditions of such Third Party Agreement(s). We make no warranty and disclaim all liability in relation to any such Third Party Products, except if/and to the extent that a vendor of any Third Party Product expressly provides a warranty to end-user customers under a relevant Third Party Agreement applicable to you.