



Medianet Terms and Conditions

<http://mdt.link/terms>

1. Application of the Terms of Use

These terms of use cover the website and associated services offered by Medianet Australia Pty Ltd ('Websites'). This agreement together with any additional terms, conditions, notices and disclaimers contained elsewhere on the Websites form the conditions of supply of content on, use, and access to, the Websites.

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

2. The Medianet Websites

The websites which form the 'Websites' are operated by Medianet Australia Pty Ltd ABN 76 644 319 915 and its related bodies corporate (collectively 'Medianet').

3. Use of Content included on the Medianet Websites

All information, text and images included on the 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 Medianet. Images displayed on Medianet NewsHub pages may be used for editorial purposes only.

To access some features of the Websites, you will need to create an account. When creating your account, you must provide accurate and complete information. We will give you usernames and passwords for those of your personnel specified in your Order Form which will enable them to access the Websites. You must keep the usernames and passwords secure and confidential. You are solely responsible for all activity that occurs through your account, including all content published using your account.

You agree to use our system in a manner that is fair and reasonable and in line with the commercial intentions of yourself and Medianet. For example, you will use our database of contacts only for the express purposes allowed under this Agreement, and will only use the distribution lists that are of relevance to the content you are distributing.

4. Accuracy of content

The Websites and content included on them are published for information purposes only without assuming a duty of care. Medianet 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 Websites. Medianet is not liable for errors, omissions in, delays or interruptions to or cessation of the Websites through negligence or otherwise.

5. Your Use of the Websites

You may submit content to the Websites, including material contained in press releases (including words and images) and personal information for the purposes of account registration and maintenance (collectively, "Your Content").

You are solely responsible for the content, accuracy, quality, integrity, legality, reliability, appropriateness and copyright of Your Content. You must ensure that (a) you either own Your Content or have the right to publish Your Content; (b) use of Your Content does not infringe any



intellectual property rights (including copyright) or other rights of any third party; (c) Your Content is not defamatory, obscene, offensive, false, misleading or unlawful in any way; and (d) Your Content is free of errors and viruses.

If we form the view that Your Content breaches the Terms or may harm our reputation or the reputation of the Site, we may immediately change Your Content, remove Your Content from the Site and suspend your ability to submit, upload or distribute Your Content.

You authorise Medianet to reproduce, distribute, and communicate Your Content, on a commercial or non-commercial basis, to recipients selected by Medianet in its sole discretion, including the Websites, and to permit recipients to use the Content for internal purposes or commercially re-distribute for use by other recipients. Medianet reserves the right to receive payment from recipients for this.

6. Limitation of liability

To the maximum extent permitted by law, Medianet 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 Medianet Websites and /or any use of the Medianet 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, Medianet's liability for breach of the condition, warranty or guarantee will at Medianet's option be limited to the re-supply of the relevant service or the payment of the cost of having that service resupplied.

7. Payments

You agree to pay to us all applicable fees for using the Websites. Your Order Form indicates the applicable fees but we may change the fees and any change in fees will take effect once per calendar year upon notice to you. Fees are quoted in Australian dollars.

If you are an individual consumer or a small business (employing fewer than 20 persons), we will give you at least 30 days' notice of any change in the fees.

Where you pay for Your Licence upfront by credit card through the point of sale for certain subscription services, we will provide you an invoice confirming your payment of the fees paid. Where you have not paid upfront by credit card, we may invoice you for all fees payable to us. The invoice will specify the due date for payment and the methods for payment.

Unless goods and services tax ("GST") is expressly included, the fees to be paid do not include GST. To the extent that any supply made under or in connection with the Terms is a taxable supply, the GST-exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST-exclusive consideration is otherwise to be paid or provided. A party's right to payment under this clause is subject to a valid tax invoice being delivered to the recipient of the taxable supply.

8. Intellectual Property

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

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



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

You have no right, title or interest in or to the Website, except as expressly provided under the Terms. You acknowledge that the information contained in the Websites (including, without limitation, lists of recipients and all information in the Media Contacts Database), except for Your Content, is our valuable proprietary information and all right, title and interest (including copyright) in it and the Websites belongs to us.

By submitting or uploading Your Content to the Websites, you grant us a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sub-licensable, transferable right and licence to use Your Content in any way and permit us to authorise any person to use Your Content in any way and to permit recipients of Your Content to commercially redistribute Your Content to other recipients for their use. We reserve the right to receive payment from recipients of materials containing Your Content. You warrant that you are able to grant the rights under this paragraph.

9. Privacy

Medianet will collect and use personal information in accordance with Medianet's privacy policy (as subject to Australia's privacy laws), which is available at <http://mdt.link/terms>

10. Term

The Agreement will be in effect for an initial Term of 12 months from the commencement date specified in your Order Form ("Start Date"). The Agreement will automatically renew for an additional Term for 12 months provided you continue to pay fees as indicated in each new Order Form.

You may terminate the Agreement for any reason on the following basis:

- a) If you are an individual or small business (fewer than 20 employees), you can terminate on 90 days' notice at any time following the initial Term; or
- (b) If you are a larger business (more than 20 employees), you may terminate the agreement by providing 90 days' notice prior to the expiry of the current Term.

11. Applicable law

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

12. 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.



13. Consumer Law

If you are an individual consumer or a small business (employing fewer than 20 persons), you are entitled to certain rights and warranties relating to unfair contract terms under Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.