Medianet Platform User Terms and Conditions
for Government Users

1. Application and Acceptance

(a) These terms of use cover the Medianet websites, platform and associated services offered by Medianet ("**Platform**").

(b) These terms and conditions together with any additional terms, conditions, notices and disclaimers contained elsewhere on the Platform and any applicable Service Level Agreement ("**SLA**") and Downstream Licence in Schedule A to the Terms ("**Downstream Licence**") form the conditions of supply of content on, use, and access to, the Platform (the "**Terms**").

(c) Your (the "**User**") use of the Platform constitutes acceptance of these Terms. You agree that you have read, understood and accepted the Terms.

2. Term and Termination

(a) The Terms will be in effect for a term of at least 12 months from the Commencement Date specified in the Order Form, and longer where agreed between the parties ("**Term**").

(b) The Terms will automatically renew for a further 12 months at the end of the Term, unless terminated by the User.

(c) Medianet will provide the User with a minimum of 90 days written notice of your upcoming renewal date.

(d) The User may terminate the Terms for any reason by providing at least 30 days' written notice prior to the expiry of the current Term.

(e) The User acknowledges and agrees that if the User fails to provide at least 30 days' written notice prior to the expiry of the current Term in accordance with this clause 2, then the User will be liable for a further Term's fees, payable on the final date of the current Term.

(f) Breach of any term of the Terms will result in the User's Account being immediately suspended.

3. Payment

(a) The User agrees to pay Medianet the initial Fee on the Commencement Date specified in the Order Form.

(b) The User agrees that the annual Fee for subsequent Terms will increase on an annual basis. Medianet will provide the User with 30 days written notice of any such increase.

(c) Once payment has been received by Medianet, the User will be issued an invoice confirming the payment of the Fee.

(d) Where the Users pay upfront by credit card through the point of sale for certain subscription services, Medianet will provide an invoice confirming payment of the fees paid. Where User has not paid upfront by credit card, Medianet may invoice User for all fees payable to Medianet. The invoice will specify the due date for payment and the methods for payment.

(e) 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.

4. Medianet Account

(a) Once payment of the Fee has been received, the User will be able to register an account to access the Platform ("**Account**").

(b) To register an account, the User must:

(i) if a natural person, be at least 18 years old;

(ii) have the legal capacity and authority to enter a contract;

(iii) provide a name, email address, mobile phone number, nominated banking and other personal details;

(iv) provide accurate, current, and complete information during the account creation process and always keep the Account up to date.

(c) The User remains responsible for maintaining the confidentiality and security of the Account information. The User must immediately notify Medianet if the User knows or reasonably suspects that the credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorised use of the Account.

(d) The User is liable for any and all activities conducted through the Account.

5. User Content

(a) The User may submit content to the Platform, including material contained in press releases (including words and images) and personal information for the purposes of account registration and maintenance (collectively, "**User Content**").

(b) The User is solely responsible for the content, accuracy, quality, integrity, legality, reliability, appropriateness and copyright of User Content. The User must ensure that (a) the User either owns User Content or have the right to publish User Content; (b) use of User Content does not infringe any intellectual property rights (including copyright) or other rights of any third party; (c) User Content is not defamatory, obscene, offensive, false, misleading or unlawful in any way; and (d) User Content is free of errors and viruses.

(c) If Medianet form the view that User Content breaches the Terms or may harm our reputation or the reputation of the Site, Medianet immediately change User Content, remove User Content from the Site and suspend the ability to submit, upload or distribute User Content.

(d) The User authorises Medianet to reproduce, distribute, and communicate User Content, on a commercial or non-commercial basis, to recipients selected by Medianet in its sole discretion, including the Platform, and to permit recipients to use the User 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. Access to Platform Content

(a) Where the User is subscribing to Medianet's Monitoring and Intelligence Service, in consideration of payment of the Fee, the User will be able to access to the Platform and the portions of articles and other information viewable on the Platform ("**Platform Content**").

(b) The User acknowledges that its access entitlement to the Platform and the Platform Content does not grant it any rights to exploit the Platform Content for financial gain, or to advertise the Platform Content on its own Platform.

(c) The User acknowledges that the Platform Content is owned and licensed to Medianet by third parties ("**Content Owners**"). Where Medianet has been licensed samples or portions of Platform

Content, the User understands and agrees that it may be directed to the Content Owner's website or platform and may need to pay an additional fee to access the complete version of the Platform Content behind a paywall or similar restriction. Medianet will have no liability for any additional associated fees payable by User directly to Content Owners for access to complete Platform Content.

(d)   Breach of clauses 6 (a), (b) and (c) will result in the Account being immediately suspended.

(e)   The User understands and agrees that the Platform Content may be removed at any time by Medianet, and any Platform Content will be removed from the Platform no more than 12 months from the date such Platform Content was added to the Platform.

7.   Use of Content by the User

(a)   Medianet is solely the provider and administrator of the Platform.

(b)   Medianet does not endorse or verify the accuracy of User Content or Platform Content.

(c)   Medianet has no responsibility and makes no warranty as to the truth or accuracy of any aspect of Content is makes available to the User.

(d)   Medianet makes no warranty or representation as to the validity or accuracy of the Content available on the Platform.

(e)   The User acknowledges and agrees that:

  (i)   All information, text and images included on the Platform 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.

  (ii)   To access some features of the Platform, the User will need to create an account. When creating an account, User must provide accurate and complete information. The User must keep the usernames and passwords secure and confidential. The User is solely responsible for all activity that occurs through its account, including all content published using the account.

  (iii)   The User will use Medianet's system in a manner that is fair and reasonable. For example, the User will use Medianet's database of contacts only for the express purposes allowed under these Terms, and will only use the distribution lists that are of relevance to the content the User is distributing.

  (iv)   The User has no claim against Medianet if the Content proves to be inaccurate and the User's use of the Platform or Content causes loss of any kind.

8.   Ownership of Content

(a)   The User acknowledges and agrees that the Content is owned by third party Content Owners.

(b)   The User acknowledges that ownership of the Content remains with the creator and that payment of the Fee or any subscription vests no ownership rights in the User. The User understands that Medianet is not the creator of the Content, and licenses the Content from third parties, who remain the owners of the Content.

  (c)   The User understands that access and use of certain Platform Content may be subject to the terms of a Downstream License, and the User agrees that it will comply with the terms of the Downstream License, as notified in the Order Form and available here: http://mdt.link/terms.

(d)   The User agrees that it will not:

(i)   reproduce, duplicate, copy, sell, trade, resell, or exploit for any commercial purposes the Content it accesses;

(ii)   copy or supply Content to any other party whose business or intent is to on sell that Content;

(iii)   purport that the Content does not belong to the Content Owner;

(iv)   interfere or seek to undermine the moral rights and intellectual property rights of the Content Owner in relation to the Content;

(v)   use the Platform for any purpose other than in connection with the Terms.

(e)   Breach of this clause 8 will result in the Account being immediately suspended.

9.   Intellectual Property

(a)   The User agrees that payment of the Fee grants the User a non-transferable and non-exclusive right and licence to access the Platform and the Content.

(b)   The User agrees that the licence does not entitle the User to copy, modify, create derivative works of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any rights in the Platform or the Content.

10.   Indemnity

(a)   The User agrees to indemnify and hold Medianet harmless from any claim or demand, arising in tort, contract, equity, or under any other theory of law, arising from or in connection with the User's access to the Platform and/or use of the Content, made by the User or any third party as a result of any act or omission by the User, whether that act or omission constitutes a breach of the Terms or not.

11.   Limitation of Liability

(a)   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 Platform and /or any use of the Platform.

(b)   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.

(c)   Neither party shall have any liability (whether for breach of contract, under indemnity, negligence or on any other legal or equitable basis) under or in connection with these Terms for loss of use, profit, revenue, business, data, contract or anticipated benefit or saving, or for any delay, financing costs or increase in operating costs or for any special, indirect or consequential loss.

(d)   The Platform and Platform Content are published for information purposes only without Medianet 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 Platform. Medianet is not liable for errors, omissions in, delays or interruptions to or cessation of the Platform through negligence or otherwise.

12.   Privacy

(a)   The User acknowledges that 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 https://mediality.com.au/Platform-terms-conditions/

(b)   The User confirms, that it has read, understood and agreed to the terms and conditions of Medianet's privacy policy.

(c)   The User acknowledges that it understands and agrees that, by using the Medianet Platform, its personal information will be shared with third parties.

(d)   The User understands and accepts that the Medianet Platform and associated websites use cookies. Insofar as those cookies are not strictly necessary for the provision of Medianet's services, we will ask you to consent to our use of cookies when you first visit the Platform.

(e)   Our third party service providers also use cookies and those cookies may be stored on the User's computer when you visit our website. The User understands and agrees that third parties may use cookies as part of providing the services associated with the Platform, including the provision of the Platform Content.

13. Applicable Law

(a)   The Terms is governed by Australian Law and the law of the New South Wales. This means that your access to and use of the Platform, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims) will be governed by New South Wales law or Commonwealth law, depending on the dispute or claim brought. Any proceedings brought against Medianet will be subject to the jurisdiction of the New South Wales courts.

14. Third Party Agreements

(a)   The User acknowledges that Medianet's services may incorporate certain third party products or software ('**Third Party Products**') and that the User's rights and obligations with respect thereto are subject to any terms that might accompany such Third Party Products ('**Third Party Agreement(s)**').

(b)   The User agrees that use of Third Party Products is subject to terms and conditions of such Third Party Agreement(s). Medianet 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 the User.

15. Consumer Law

(a)   If the User is an individual consumer or a small business for the purposes of the *Competition and Consumer Act 2010* (Cth), User is entitled to certain rights and warranties relating to unfair contract terms under Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

16. Dispute Resolution

(a)   The User must attempt in good faith to resolve all disputes with Medianet directly (including claims for returns, refunds, repairs, or further work), including attending mediation and other dispute resolution as necessary. If any dispute that cannot be resolved by negotiation between the parties within 10 business days or such further period as the parties agree is appropriate, then within the following 10 business days the parties must seek to agree on the procedural rules and a timetable for resolving the dispute through mediation by a mediator agreed upon by the parties, or if the parties cannot agree, a mediator appointed by the Australian Disputes Centre or any body which replaces it.

(b)   A party may not commence court proceedings or arbitration (other than an urgent interlocutory application) relating to any dispute arising from the Terms unless that party has complied with the above.

Schedule A – Downstream Licence

The User ('**You**', '**your**') obtain Portions of Scraped Copies of Licensed Works and Copies of Licensed Works from Medianet Australia Pty Ltd ('**Medianet**'), and you wish to make them available to Nominated Users for internal use in the Territory. You agree to the following licence conditions with Copyright Agency Limited ABN 53 001 228 799 ('**Copyright Agency**') for the Copying and Communication of Portions of Scraped Copies of Licensed Works and Copies of Licensed Works.

1. Definitions

In this licence:

Act means the *Copyright Act 1968* (Cth).

Communicate means to make a work available in digital or other electronic machine-readable form to Nominated Users by means of your Intranet or by email. For the avoidance of doubt, this term does not include:

(a) sending emails with a Licensed Work to recipients outside of your organisation, or outside of the Territory;

(b) posting a Licensed Work to an extranet site (unless the extranet site is only available to Nominated Users); or

(c) making a Licensed Work available to the public on an internet web page, social media platform or via publicly available business documents.

Copy means:

(a) as a verb:

   i. to make a digital or other electronic machine-readable reproduction of a work; or

   ii. to make a hard copy directly or indirectly of a work; and

(b) as a noun, a reproduction so made.

Edition means:

(a) a printed edition of a newspaper, magazine or similar periodical publication; or

(b) an electronic edition of a newspaper, magazine, Website or other electronic news service, which is:

   i. publicly available in a manner authorised by the relevant rightsholder; or

   ii. otherwise made available to Medianet in a manner authorised by the relevant rightsholder.

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intranet means the system of electronic communication established by you for confidential internal use and accessible to your employees and directors only.

Licence Year means 12 months from 1 July, or any other date agreed between the parties, and every 12 months thereafter.

Licensed Work means each article published in an Edition which Copyright Agency has been authorised to license to Medianet, and any other work which Copyright Agency has been authorised to license to Medianet.

Medianet's Licence means the Press Monitoring and Online Monitoring Licence between Copyright Agency and Medianet.

Medianet's Press Monitoring Service means the service by which Medianet makes available Copies of works from publications in print or digital format, including by Copying and Communicating Licensed Works.

Medianet's Online Monitoring Service means the service by which Medianet makes available Portions of works, Website links and other data obtained by Scraping, including by Copying and Communicating Portions of Licensed Works.

Nominated Users means each of your employees and any person retained to provide services to you (for example professional advisers, but excluding public relations, media and marketing companies), the total number of which you have notified Medianet under clause 4(e).

Portion means an extract from a Licensed Work comprising all of the following:

(a)   the headline;

(b)   the citation; and

(c)   up to the greater of:

    (i)   50 words; or

    (ii)   255 characters; or

    (iii)   the first sentence

of the Licensed Work.

Scrape and **Scraping** mean the systematic copying or extraction of electronic works or extracts of electronic works by means of any automated or manual process.

Scraped Copy means a reproduction of a work in digital or other electronic machine-readable form obtained or produced by Scraping.

Territory means Australia.

Website means a collection of related web pages, images, other digital assets that are addressed relative to a common uniform resource locator in an internet protocol-based network.

2.   Agreement on Terms

2.1   For the purposes of s 183(5) of the Act, these terms constitute agreement on the terms for Copying and Communication to Nominated Users of Portions of Scraped Copies of Licensed Works and Copies of Licensed Works. For the avoidance of doubt, this Copying and Communication may take place using any system of electronic communication, including any Intranet, application programming interface (API), or feed of data in formats such as RSS, XML or HTML.

2.2   By reason of this agreement, the Government is not obliged under s 183(4) of the Act to inform the owner of copyright in a Licensed Work of the Copying or Communication of that work pursuant to this agreement.

3. **Licence Fees**

    (a)   Licence fees are paid to Copyright Agency by Medianet pursuant to Medianet's Licence.

    (b)   Licence fees payable by you to Medianet in respect of this downstream licence are as set out in your agreement with Medianet.

4. **General obligations**

You must:

    (a)   ensure that each Portion of a Scraped Copy of a Licensed Work or Copy of a Licensed Work retains or is marked with the identification of the publication it came from and the copyright statement endorsed by Medianet's Online Monitoring Service or Medianet's Press Monitoring Service;

    (b)   ensure that each Portion of a Scraped Copy of a Licensed Work or Copy of a Licensed Work is Copied in full without any editing or changes;

    (c)   subject to (g) below, only Communicate or provide Portions of Scraped Copies of Licensed Works or Copies of Licensed Works to Nominated Users;

    (d)   not store a Portion of a Scraped Copy of a Licensed Work or a Copy of a Licensed Work as an email or on a database or Intranet for longer than 12 months after receiving that Portion of a Scraped Copy of a Licensed Work or a Copy of a Licensed Work;

    (e)   notify Medianet of the total number of Nominated Users for each Licence Year, not less than 21 days before the commencement of that Licence Year; and

    (f)   provide to Medianet information reasonably requested by it:

        (i)   to assess and substantiate compliance with the licence, including with respect to Nominated Users; and

        (ii)   to verify the licence fees payable by you to Medianet and by Medianet to Copyright Agency,

    and you agree and acknowledge that this information may be provided by Medianet to Copyright Agency; and

    (g)   only use each Portion of a Scraped Copy of a Licensed Work or Copy of a Licensed Work for internal purposes, which for the avoidance of doubt:

        (i)   permits use by a person retained to provide services to you but solely for the purpose of providing those services to you; and

        (ii)   does not permit use externally including on a website or social media page (which would require an additional licence).

    (h)   not use Licensed Works, or allow a Nominated User to use or access Licensed Works, in order to create, modify, train, fine tune, evaluate or test any AI model, including by using Licensed Works as input data, training data, validation data or any other form of dataset in any AI-related processes or applications;

    (i)   not download or copy, or allow a Nominated User to download or copy, Licensed Works in a systematic manner for the purpose of creating, enhancing, or populating any database for use by AI, including by using Licensed Works as source material for datasets intended for training, validating or operating AI models;

(j)   not download or copy, or allow a Nominated User to download or copy, Licensed Works in a systematic or ad hoc manner in order to upload into any AI-related processes or applications for the purpose of activities including: prompt engineering, generating summaries or translations, or other business functions such as reporting;

(k)   counsel, procure or authorise any person to do an act referred to in paragraphs (h) to (j) on your behalf

5.   Term

This agreement continues until:

(a)   either party, on 30 days' written notice, terminates the agreement;

(b)   a party continues to breach any obligation under the agreement for 10 days after notice from the other party; or becomes externally administered or stops payment of or is unable to pay its debts (within the meaning of the *Corporations Act 2001* (Cth));

(c)   a party ceases to carry on business and the other party, by notice terminates this agreement; or

(d)   Medianet's Licence expires.