

PREFERREDMEDIA.COM.AU

TERMS AND CONDITIONS OF USE

Revised 10 April 2017

1. ACCEPTANCE OF TERMS

The following terms and conditions are a legal agreement (the “Agreement”) between you and Preferred Media Pty Ltd (Preferred Media) with regard to your use of the website located at www.PreferredMedia.com.au and any other sites operated by Preferred Media. Please read the Agreement carefully. By using the Preferred Media website, you understand, acknowledge and agree that you will abide by this Agreement. The term “Agreement” includes these Terms and Conditions of Use, together with any other terms posted on the website, including the [Privacy Policy](#) and any terms or rules which apply to your participation in promotions, contests, sweepstakes, etc. (“Rules”). All of these other documents are hereby incorporated into this Agreement by this reference. As described in more detail below, this Agreement does *not* address the terms applicable to any third party content or any websites or links that may direct you to third party websites or web pages.

2. MODIFICATIONS TO TERMS

Preferred Media retains the right to change the terms of this Agreement at any time in its sole discretion. We will post or display notices of material changes on the Preferred Media website. Once posted, such changes become effective immediately, and if you use the Preferred Media website after they become effective, you thereby agree to be bound by the changes. You should check back frequently and review this Agreement regularly so you are aware of the most current rights and obligations that apply to you. Preferred Media retains the right to change, modify, withdraw, suspend or even permanently discontinue all or any portions of the Preferred Media website at any time, without any liability or obligation to you, with or without notice.

3. REGISTRATION

Certain parts of the Preferred Media website are available to all users without the need to register. You may access those pages and features without registering; provided, however, we reserve the right to make changes, limit or restrict those pages and features at any time in our discretion, without notice to you. In order to access and use certain services, features or functions of the Preferred Media website, such as our Preferred Connection web interface and any interactive feature of the Preferred Media website, you must register. As part of the registration process, you will need to select and provide us with a unique user name and choose a password which must form a unique combination (a “User ID”), and we also request that you provide your e-mail address, and may request that you provide other information as we may require. We may also provide users with additional codes or passwords necessary to access and use certain services, features or functions of the Preferred Media website. Please read the [Privacy Policy](#), which describes the non-public, personally identifiable information (“Personal Information”) we collect, use, disclose, manage and store. Your User ID is personal to you and you must not allow any others to use your User ID under any circumstances. Preferred Media disclaims any and all liability for any damages caused by theft or disclosure of your User ID. Do not disclose or authorise anyone else to use your User ID. You agree to immediately notify us if you become aware of or believe there is or may have been any unauthorised use of your User ID or any other need to cancel your User ID for security reasons.

4. PRIVACY

Preferred Media respects your privacy and the use and protection of your Personal Information. Please see our [Preferred Media Privacy Policy](#) for important information and disclosures relating to the collection and use of your Personal Information in connection with your use of the Preferred Media

website. If you have any questions regarding Preferred Media's privacy practices, you may send your question to us by e-mail to storeit@preferredmedia.com.au or by mail to Preferred Media, Inc., Attn: Webmaster, 1 Chaplin Drive, Lane Cove West NSW 2066, Australia.

5. USE OF MATERIAL

The Preferred Media website, including but not limited to the *Preferred Connection* web interface, all content, information, media and materials, website code, design, text, images, photographs, illustrations, audio and video material, media files, art, graphics, articles, databases, proprietary information, writings, spoken statements, as well as any associated documentation, and all copyrightable or otherwise legally protectable elements of the Preferred Media website, including, without limitation, the selection, sequence and 'look and feel' and arrangement of items, and all derivative works, translations, adaptations or variations of same, regardless of the medium, broadcast medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, on location, in a studio or elsewhere, characters, real or imaginary, in any part of the world, are the property of Preferred Media and/or its Affiliates, and their Advertisers, licensors, suppliers, service providers, promotional partners and/or sponsors (all of the foregoing, individually and/or collectively, is referred to herein as "Preferred Media Materials"). The Preferred Media Materials are legally protected, without limitation, under Australian Federal and State, as well as applicable foreign laws, regulations and treaties.

Preferred Media authorises you to access the Preferred Media Materials and grants you the right to use the Preferred Media website solely for your non-commercial, non-exclusive, non-assignable, non-transferable and limited personal use and for no other purpose whatsoever. You must not alter, delete or conceal any copyright or other notices contained on the Preferred Media website, including notices on any Preferred Media Materials you download, transmit, display, print or reproduce from the Preferred Media website. Unless we explicitly and specifically notify you otherwise in writing, you shall not, nor will you allow any third party to reproduce, modify, create derivative works from, display, perform, publish, distribute, sell, upload, transmit, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website) or otherwise use, any Preferred Media Materials without the express prior written consent of Preferred Media. Any unauthorised or prohibited use of any Preferred Media Materials, including use in contravention of this Agreement, may subject you to civil liability, criminal prosecution, or both.

You may not use any computerised or automatic mechanism, including without limitation, any web spider or robot, to access, extract or download any Preferred Media Materials from the Preferred Media website. You hereby warrant to Preferred Media that you will not use the Preferred Media website for any unlawful purpose or purpose prohibited by this Agreement. If you violate any term of this Agreement, your permission to use the Preferred Media Materials automatically terminates and you must immediately cease all use thereof and destroy any copies you have made of any of the Preferred Media Materials. You are solely responsible for complying with all import and export laws and regulations and all applicable laws of any jurisdiction inside and outside of Australia from which you may access the Preferred Media website.

We require users to respect our copyrights, trademarks, and other intellectual property rights and those of others, including other users. On notice, we will act expeditiously to remove content on the Preferred Media website that infringes the copyright rights of others and will disable the access to the Preferred Media website and its services of anyone who uses them to repeatedly to infringe the intellectual property rights of others. Specific procedures to notify us about copyright infringement can be found on the

[Notice and Procedure for Making Claims of Copyright Infringement](#), as described in section 9 below.

The various trademarks, service marks, book titles, event or service names, slogans, logos, and other distinctive identifications ("marks") on or of the Preferred Media website are the intellectual property of and proprietary to Preferred Media, its Affiliates, its or their Advertisers, suppliers and others with whom these entities may do business. You have no right to use any of these marks or any confusingly similar marks for any purpose without the express prior written consent of Preferred Media.

6. VIOLATIONS OF TERMS AND COPYRIGHT INFRINGEMENT CLAIMS

If you believe that any Preferred Media Materials on the Preferred Media website (including, without limitation, any Posting) violates any of the terms or conditions of this Agreement, please send us a message about it at storeit@preferredmedia.com.au. We cannot guarantee that we will respond to your message, and we reserve the right to take or refrain from taking any or all steps available to us once we receive any such message.

If you believe the Preferred Media website contains elements that infringe your copyrights in your work, please follow these instructions:

Notice and Procedure for Making Claims of Copyright Infringement

All notifications of claimed copyright infringement on the Preferred Media website should be sent ONLY to our Designated Agent. The following information is provided solely for notifying Preferred Media that your copyrighted material may have been infringed.

DO NOT SEND ANY INQUIRIES UNRELATED TO COPYRIGHT INFRINGEMENT (e.g., REQUESTS FOR TECHNICAL ASSISTANCE OR CUSTOMER SERVICE, REPORTS OR E-MAIL ABUSE, etc.) TO THE CONTACT LISTED BELOW. YOU WILL NOT RECEIVE A RESPONSE IF SENT TO THAT CONTACT.

WE CAUTION YOU THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE CONTENT IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S

LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

Written notification must be submitted to the following Designated Agent:
Preferred Media Pty Ltd

Name of Agent Designated to Receive Notification of Claimed Infringement:
Website Administrator

Full Address of Designated Agent to Which Notification Should be Sent:
1 Chaplin Drive, Lane Cove West, NSW 2066, Australia.

Telephone Number of Designated Agent:
+61 2 9490 7300

E-mail Address of Designated Agent:
storeit@preferredmedia.com.au

The Notification of Claimed Infringement must include the following:

- (1) An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest;
- (2) Identification of the copyrighted work (or works) that you claim has been infringed;
- (3) A description of the material that you claim is infringing, and the location where the original or an authorized copy of the copyrighted work exists (for example, the URL of the page of the website where it is lawfully posted; the name, edition and pages of a book from which an excerpt was copied, etc.);
- (4) A clear description of where the infringing material is located on our website, including as applicable its URL, so that we can locate the material;
- (5) Your name, address, telephone number, and e-mail address;
- (6) A statement that you have a good-faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law; and
- (7) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.

7. TERMINATION OF YOUR REGISTRATION

You may cancel your registration and User ID at any time and for any reason by sending an email to storeit@preferredmedia.com.au with your username, password, and e-mail address and requesting termination of your registration. Preferred Media may terminate your use of and registration on the Preferred Media website, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party.

8. DISCLAIMERS

THE PREFERRED MEDIA WEBSITE(S) AND ALL SERVICES, FEATURES, FUNCTIONS, CONTENT, PRODUCTS AND CAPABILITIES ARE MADE AVAILABLE ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN ADDITION, PREFERRED MEDIA MAKES AND PROVIDES NO GUARANTY OR ASSURANCE THE PREFERRED MEDIA WEBSITE OR ANY CONTENT WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL SERVICES, PRODUCTS, FEATURES, FUNCTIONS, PRODUCTS, CONTENT OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED OR AT ANY PARTICULAR TIME OR TIMES.

Without limiting the foregoing, we are not responsible or liable for any malicious code, delays, inaccuracies, errors, or omissions arising out of your use of the Preferred Media website. You acknowledge and agree that you are assuming the entire risk of using the Preferred Media website and the services, features and functions of and/or associated with the Preferred Media website.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER Preferred Media, ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, NOR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, SERVICE PROVIDERS, ADVERTISERS, OR SUPPLIERS, SHALL BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF THE Preferred Media WEBSITE OR RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM AND EVEN IF

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow for the exclusion of certain warranties or certain limitations on damages and remedies, accordingly some of the exclusions and limitations described in this Agreement may not apply to you.

THE WEBSITE IS MAINTAINED ON SERVERS IN THE UNITED STATES INTENDED FOR USERS AND USE OF THE WEBSITE THAT IS NOT RESTRICTED OR PROHIBITED BY LAW

OR REGULATION. Preferred Media DISCLAIMS ALL LIABILITY FOR ANY USE NOT SPECIFICALLY AUTHORISED OR THAT IS IN VIOLATION OF THIS AGREEMENT OR THE LAWS OR REGULATIONS THAT MAY APPLY TO YOU IN ANY JURISDICTION OR COUNTRY.

9. INDEMNIFICATION

You agree to indemnify, defend (at our election) and hold harmless Preferred Media, its Affiliates and its and their respective officers, directors, employees, agents, licensors, representatives, Advertisers, service providers and suppliers from and against any and all claims, actions, losses, expenses, damages and costs (including, without limitation, reasonable attorneys' fees), resulting from any breach or violation of this Agreement by you, or resulting from your Postings or any Preferred Media Materials you provide, submit or make available on or through the Preferred Media website or your unauthorized use of any Preferred Media Materials. Preferred Media reserves the right to assume, at its expense, the exclusive defence and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with Preferred Media in the defence of any such claim, action, settlement or compromise negotiations, as requested by Preferred Media.

10. APPLICABLE LAW AND OTHER TERMS

This Agreement, including, without limitation, the [Preferred Media Privacy Policy](#), any Rules and any additional terms and conditions that apply to your use of any specific services, features and functions, as well as any other documents, policies and provisions we refer to in any of the foregoing, all of which are hereby incorporated by this reference, contains the entire understanding and agreement between you and Preferred Media and supersedes any and all prior, inconsistent or other understandings relating to the Preferred Media website and your use of the Preferred Media website. This Agreement cannot be modified, changed or terminated, except as specifically described in Section 4 above.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, this will not affect any other provisions and this Agreement will be deemed amended to the extent necessary to make it legal, valid and enforceable. Any provision which must survive in order to allow us to enforce its meaning shall survive termination of this Agreement; provided, however, no action arising out of this Agreement or your use of the Preferred Media website, regardless of form or the basis of the claim, may be brought by you more than one year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose).

IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THIS AGREEMENT, YOUR USE OF THE PREFERRED MEDIA WEBSITE(S) OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.