

User Agreement

By completing the “New Service Agreement” for access to the Newsnet system you agree to the terms and conditions set out in this agreement.

1. Eligibility & Acceptance

Our Services are available only to and may only be used by individuals, corporations or other entities that complete and comply with the New Service Agreement form and who are approved by Newsnet to access the site by allocation of a user ID and password.

You have agreed to accept the terms of this User Agreement if you make a New Service Application and activate the user ID and password allocated to you enabling access to the site and services.

2. Your Use of the Newsnet Site

2.1 You are responsible for confirming that your activities are lawful. You must ensure that you comply with all applicable laws. You must also ensure that you comply with all other applicable clauses of this Agreement. To the extent that you do not comply with any applicable law or any clause of this Agreement, you release and discharge Newsnet from all rights, claims, actions, suits, proceedings and claim which, but for this clause, you may have against Newsnet.

2.2 We do not monitor or control your use of our Site to the extent that it voids your responsibility. You agree to accept sole responsibility for the legality of your actions under the laws, which are applicable to you.

2.3 Without limiting any other remedies, we may suspend or terminate your account:

- (a) if you infringe, or are suspected of infringing, third party intellectual property rights;
- (b) if you are suspected of having or are found to have engaged in any fraudulent or other criminal activity in connection with our Site;
- (c) if you infringe or are suspected of infringing any provision of this Agreement. We will have no liability to you if we suspend or terminate your account, for any reason. You waive all rights you may have had against Newsnet in respect of such conduct.

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2.4 We may remove all or part of a message, or any feedback or other material, prepared for transmission or transmitted using our Site:

- (a) if it infringes or is suspected of infringing third party intellectual property rights;
- (b) if we receive a direction, demand or request to do so from any government department or agency;

(c) or at any other time, with or without cause, in our absolute discretion. Newsnet will have no liability to you if it removes all or part of a message, or other material, for any reason. You waive all rights you may have had against Newsnet in respect of such conduct.

2.5 We may suspend or terminate any or all of our Services as envisaged under this Agreement, or add to or change some or all of our Services or the features of any Service, at any time, with or without cause, in our absolute discretion. We will have no liability to you if we suspend, terminate, add to or change any or all of our Services, for any reason. You waive all rights you may have had against Newsnet in respect of such conduct.

3. Messages

Messages will only include those text descriptions, graphics, voice and pictures that you upload to us. In addition to material supplied by you, we will add only that information required for the effective delivery of your messages.

4. Spam

Newsnet does not support the delivery of Spam across our systems. The Australian Government Information Management Office (AGIMO) is responsible for the legislation controlling the delivery of spam and the collection of information. Specific details of this legislation and how it effects your message can be obtained from the AGIMO, or visit their web site www.agmio.gov.au

5. Your Personal and Corporate Information

5.1 Your personal and corporate information includes any information you upload to us about yourself as an individual or about your company during the registration process. It also includes the information provided to us by your use of our Services including message content.

5.2 You are solely responsible for Your Information, and we act as a passive conduit for the distribution and publication of Your Information to the recipients of your messages. However, we may take any action with respect to Your Information that we deem is necessary or appropriate in our sole discretion, if we believe Your Information may create any liability for us, or if it may cause breach of any applicable law.

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5.3 You must ensure that Your Information;

- (a) is not inaccurate, false or misleading;
- (b) does not infringe any third party's copyright, trademark or other proprietary;
- (c) does not violate any law, statute, ordinance or regulation (including, consumer protection, unfair competition, and anti-discrimination);
- (d) is not defamatory, libellous or unlawfully harassing;
- (e) is not obscene and in particular, does not contain pornography of any description.
- (f) does not contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that may damage with intercept or expropriate any data or personal information;
- (g) does not link directly or indirectly to or include any information that is prohibited under this Agreement.

5.4 The provision of your information to us gives Newsnet no interest in that information. We will only use your Lists for the express purpose of your messages.

6. Privacy

Our Privacy Policy applies to the personal components of Your Information. Our Privacy Policy is available at our site. We will take all reasonable steps to abide by this policy and all users of the Site hereby agree to its terms and conditions and agree to act in accordance with the Policy when using our Site.

7. Confidentiality

Your Information will be treated by us as confidential. It will not be released to anyone, other than by the lawful direction of a competent authority.

8. System Integrity

You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Newsnet Site. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for your Information) from our website without the prior expressed written permission of Newsnet.

9. Fees, Taxes & Charges

9.1 Using our Services is subject to Fees & Credit Policies. These Policies may change from time to time. Paying prescribed fees is a condition for using any of those Services for which a fee is stated in our Policies.

9.2 You are responsible for paying any applicable taxes (including any goods and service taxes, which will be added to amounts billed to you).

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10. Breach

We may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your membership and refuse to provide our Services to you if you breach this Agreement.

11. Limitations on Liability

11.1 Unless explicitly specified in this Agreement, we provide our Site "as are" and without any warranty or condition, express or implied. To the extent permitted by law, we and our suppliers specifically disclaim all implied warranties and conditions including, without limitation, the implied warranties and conditions of title, merchantability, fitness for a particular purpose and non-infringement.

11.2 Our suppliers and we will not be liable for any lost profits or any special, incidental or consequential damages (however arising, including negligence and recklessness) arising out of or in connection with this Agreement.

11.3 We do not guarantee continuous, uninterrupted or secure access to our Services. This is because the operation of our Site may be compromised or disrupted or suspended due to factors outside our control.

11.4 Newsnet limits its liability to the full extent permitted by law. Nevertheless, nothing in this Agreement is intended to limit or exclude any liability on the part of Newsnet where and to the extent that applicable law prohibits such exclusion or limitation.

12. Indemnity

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable solicitors' fees, made by any third party due to, or arising out of or in connection with, your breach of this agreement or the documents it incorporates by reference, or your violation of any rights of a third party.

13. No Agency

You and Newsnet are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

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14. General

14.1 This Agreement is governed by the laws of New South Wales, Australia.

14.2 The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid or unenforceable, that provision may be removed and the remaining provisions can and will be enforced.

14.3 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of any clause.

14.4 We may amend this Agreement at any time by posting the amended terms on our Site. The amended terms will automatically be effective 7 days after they are initially posted on our Site and you will be notified. Unless you terminate your use of our Services you will be bound by the amended terms from that time. This Agreement may not be otherwise amended.

This Agreement was last revised on the 3rd March 2008

Newsnet Ltd
A.C.N 111 054 444
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