



WEBSITE TERMS AND CONDITIONS

In these terms and conditions, “we” “us” and “our” refers to the Community Broadcast Network Pty Ltd and the service we provide at www.sydneywest.tv - the Service. Your contribution, access to and use of all information (“Content”) on this website is provided subject to these terms and conditions.

These terms are valid for 24 months (1 July 2018 to 30 June 2020). We do not reserve the right to amend this Notice at any time. All changes must be agreed to by both parties, with 14 days’ notice.

Members

1. In order to access the Service provided on this website, you must become a member of the website. There is no cost to be a member. You must complete registration by providing certain information as set out on our membership/registration page. Please also refer to our Privacy Policy linked on our home page for information relating to our collection, storage and use of the details you provide on registration.
2. You agree to ensure that your registration details, including your name and email address, are true and accurate at all times and you undertake to update your registration details from time to time when they change. If we become aware that either your name and/or email address is incorrect, we reserve the right to immediately cancel your registration and acceptance for registration in the future will be at our discretion.
3. On registration, we provide you with a password.
4. We reserve the right to terminate your membership at any time if you breach these terms and conditions.

Shared Content

5. You are responsible for all and any Content you contribute to the Service. When you provide Content you retain ownership of the intellectual property in that information however you grant us a worldwide, non-exclusive, royalty-free licence to use (including publish, broadcast, transmit, display and distribute) the Content, and in addition and only for the purposes of promotion, to adjust (including copy, reproduce, adapt, modify) the Content in its existing form, however not to reproduce in any other type of media form not yet developed, and only for use on the abovementioned online platforms.
 - a. Content cannot be shared on a third-party platform or sub-licensed to a third party or used in any other way than specified in this agreement without written permission of the Content Provider.
 - b. Our licence to use the Content ends after one year (30 June 2019), or on the date specified by the Content Provider. If this agreement is terminated at any time, all Content supplied by the Content Provider is to be removed from the Service.
6. We reserve the right but will not have an obligation to remove or refuse to distribute any Content. We also reserve the right to adapt or modify your Content by adding a sting at the end or start of content to identify it as being hosted on one of our sites.

7. By posting Content on this website, you provide us with an undertaking that such Content does not infringe the rights of someone else and that it does not violate the law in any other way such as by being defamatory, being of racist content or is threatening.
8. As a member, you agree to indemnify and hold us harmless from any liability, claim, action, demand, loss, costs including legal costs on a full indemnity basis and expenses arising out of or in connection with any Content you provide.
9. To the extent permitted by law, you release and discharge us from any liability or claim arising out of any loss or damage that may be suffered or incurred as a result of your use of our Service.

Site Access

10. Access to our Service does not include the right to use any data mining robots or other extraction tools. Access also does not permit you to metatag or mirror our website without our prior written permission. We reserve the right to serve you with notice if we become aware of your metatag or mirroring of our website.

Hyperlinks

11. This website may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.
12. Linking our website is not permitted, unless by written agreement with the publisher. We reserve the right to serve you with notice if we become aware of such linking.

Intellectual Property Rights

13. The copyright to all content on this website including applets, graphics, images, layouts and text belongs to us or we have a licence to use those materials.
14. All trademarks, brands and logos generally identified either with the symbols TM or ® which are used on this website are either owned by us or we have a licence to use them. Your access to our website does not license you to use those marks in any commercial way without our prior written permission.

Disclaimers

15. Whilst we take all due care in providing our services, we do not provide any warranty either express or implied including without limitation warranties of merchantability or fitness for a particular purpose.
16. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.
17. We also take all due care in ensuring that our website is free of any virus, worm, Trojan horse and/or malware, however we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website.
18. From time to time we may host third party content on our website such as advertisements and endorsements belonging to other traders. Responsibility for the content of such material rests with the owners of that material and we are not responsible for any errors or omissions in such material.
 - a. In the case that such advertisements or endorsements are included by us on website pages featuring content provided by the Content Provider, whether in text, still or moving image form, or any other form not yet developed, the Content Provider will receive 50% of all advertising revenue directly associated with those advertisements or endorsements.
 - b. Concurrently, from time to time the Content Provider is entitled to provide third party content including advertisements and endorsements belonging to traders and sponsors for inclusion on the site alongside provided Content. In such cases, the Content Provider is entitled to 100% of revenue directly associated with those ads.
 - c. The Content Provider is entitled to include promotional endorsements on all provided content at no cost.

Limitation of Liability

19. To the full extent permitted by law, our liability for breach of an implied warranty or condition is limited to the supply of the Service again or payment of the costs of having those services supplied again.
20. We accept no liability for any loss whatsoever including consequential loss suffered by you arising from services we have supplied.

Indemnity

21. By accessing our website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our website.

Jurisdiction

22. These terms and conditions are to be governed by and construed in accordance with the laws of NEW SOUTH WALES and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in NEW SOUTH WALES and you agree to submit to the jurisdiction of those Courts.
23. If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

Privacy

24. We undertake to take all due care with any information which you may provide to us when accessing our website. However, we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.
25. Our compliance with privacy legislation is set out in our separate Privacy Policy which may be accessed from our home page.

REGISTRATION DETAILS

Name _____

Phone _____

Email _____

Agreed & Signed _____

Date _____

