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- **Licence to Use the Digital Assets**

- We grant you a limited, non-exclusive, non-transferable licence to access and use the Digital Assets solely for your personal, non-commercial purposes.

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- You may be required to register with us in order to access or use some of our Digital Assets. You may also be required to register with us when you Post User Content (having the definition set out in section 6 below). Where you are required to register:
 - you must provide accurate, up-to-date and complete information about yourself when completing your registration, and you must maintain that information to ensure that it remains accurate, up to date and complete; you must safeguard any user name and password which we provide to you; where your user name and/or password is specific to you, you must not allow anyone

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- The Digital Assets may contain material uploaded, posted, emailed or otherwise electronically transmitted by users of the Digital Assets including you. Any User Content you Post may, at our sole discretion, form part of the Content available on the Digital Assets.
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 - access and examine that User Content; use, reproduce, modify, adapt, create derivative works from, incorporate in other works, publicly perform, publicly communicate and commercially exploit that User Content, including but not limited to, on and in connection with any current or future services which include (without limitation) any communication platforms in any media; move, remove or disable access to User Content which we consider to breach any law or to be otherwise unacceptable; use your name and likeness (and the names and likenesses of any other persons or entities who own or are associated with the User Content you Post), for any advertising and promotional purposes in connection with the User Content.
- You unconditionally and irrevocably consent to all or any acts or omission by us or any person authorised by us in relation to the User Content which may infringe any moral rights you hold, including but not limited to your right:
 - to be identified as the author of any User Content; not to have your authorship falsely attributed; and to integrity of authorship, in particular, the right not to have your User Content subjected to derogatory treatment.
 - To the extent such consent is ineffective in any jurisdiction, you unconditionally and irrevocably waive all moral rights you hold in the User Content in favour of us.
- You acknowledge that we may remove any User Content Posted by you and that we have no responsibility or liability for the deletion or failure to store any communications or content Posted on the Digital Assets.

- You are solely responsible for any User Content Posted by you and for obtaining any necessary licences, consents, clearances, permissions and releases from third parties so that you are able to grant us the rights to the User Content you Post as set out in these Terms of Use. In the case of audio/visual recordings, you understand that licences, consents, clearances and permissions may be required in respect of separate copyrights in the audio/visual recording and the underlying works (such as the musical, literary or dramatic work subsisting in the audio/visual recording) and, among other things, moral rights and performers' consents.

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- violate any applicable laws; impersonate any person Post any User Content or use the Service to communicate any material that: infringes the intellectual property rights or any other rights of any third party; is, or could reasonably be expected to be, unlawful, harmful, threatening, abusive, untrue, inaccurate, misleading, invasive of another's privacy, confidential, harassing, defamatory, slanderous, vulgar, obscene, hateful, racist, embarrassing or otherwise objectionable to any other person or entity; contains any unsanctioned advertising, promotional materials, or any other forms of unsanctioned solicitation, including without limitation junk mail, spam, chain letters, or any unsolicited mass distribution of email; contains a survey, contest, or pyramid scheme; or contains an improper question; stalk, harass or otherwise harm others; distribute viruses, corrupted files, or any other similar software or programs that may damage the operation of any computer hardware or software: collect or store personal data about other users of the Digital Assets; or engage in any other conduct that inhibits any other person from using or enjoying the Digital Assets.

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- You represent and warrant that:

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- You agree to defend, indemnify and hold harmless us, our officers, directors, employees, agents, subcontractors, licensors, and suppliers, from and against all claims, actions, demands, liabilities and settlements, including, without limitation, reasonable legal and accounting fees, arising in connection with your use of the Digital Assets (including, without limitation, your Posting of any User Content), a breach of any of your representations and warranties or your breach of any of these Terms of Use.

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- You must ensure that your access to the Digital Assets (and any linked websites or online material or data) is not illegal or prohibited by laws which apply to you.

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- General paragraph

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- Any disclaimers or limitations of liability in these Terms of Use do not purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

- We may assign any of our rights under these Terms of Use without prior notice to you.

- These Terms of Use are governed by the laws of Victoria, Australia, and you irrevocably submit to the exclusive jurisdiction of the courts of Victoria, Australia.

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