

TERMS AND CONDITIONS OF USE- CAD ONLINE APPLICATION SYSTEM

1. INTRODUCTION

- a. Your access to the Commercials Advice ('CAD') Online Application System ('OAS') is governed by these Terms and Conditions of Use. If you do not agree to these terms and conditions, you must stop using the OAS.
- b. Your use of the OAS binds the company you work for and the advertiser or promoter you are acting on behalf of, where applicable. You warrant that you are authorised to agree to, and be bound by, these terms and conditions and use the OAS on their behalf.

2. REGISTRATION

- a. To use the OAS, you are required to register. When you register, you will be required to select a password. You must maintain the confidentiality of your password at all times.
- b. You must notify CAD immediately of any misuse or unauthorised use of your password.
- c. You are responsible for all transactions affected by the use of the OAS with your password, whether or not such use was authorised by you and you will bear all charges, losses or damages arising from any use of your password whatsoever.
- d. When you register, you will be required to include information that helps CAD identify you. This may include your personal details and account details. Upon registration, you acknowledge that all details provided by you at the time of registration are true and correct.
- e. You must notify CAD immediately of any changes to your registration details, including but not limited to, account details for the purpose of payments within the OAS.
- f. You must not use the OAS for any unlawful purpose or in any manner inconsistent with these terms and conditions. You must also comply with all security and access requirements which we may notify you of from time to time.

3. PRIVACY

- a. CAD collects, uses and stores your personal information in accordance with its Privacy Statement available at www.freetv.com.au/Content_Common/pg-Privacy-Policy.seo or otherwise at www.freetv.com.au

4. INTELLECTUAL PROPERTY IN THE SYSTEM

- a. So long as you comply with these terms and conditions, CAD grants you a non-exclusive, non-transferable, revocable licence to access and use the OAS for the sole purpose of submitting commercials for classification in accordance with these terms and conditions and any other directions or guidelines provided by CAD from time to time.
- b. All of the content of the OAS is protected by copyright, trademark and other forms of intellectual property rights and these rights are owned by, licensed to, or controlled by CAD.
- c. Except to the extent that you are expressly permitted to do so by these terms and conditions or by non-excludable laws, or where it is necessary for viewing the content of the OAS on a web browser, you may not reproduce, distribute, adapt, modify, republish, display, broadcast, store, transmit or create derivative works from, any part of parts of the OAS in any manner or by any means without the express, prior written consent from CAD.
- d. The OAS may contain links to non-CAD websites ('Linked Websites'). Unless otherwise stated on the OAS, CAD has no relationship with the owners of the Linked Websites, has no control over or rights in the Linked Websites, makes no representations about the Linked Websites and, to the extent permitted by law, accepts no responsibility or liability for the content on, or operation of, those websites.

5. SUSPENSION OR WITHDRAWAL OF USE

- a. From time to time, it may be necessary for CAD to block access to and/or suspend the operation of the OAS either temporarily or permanently (for example, in the case of required maintenance). CAD will use reasonable endeavours to notify you of the unavailability of the OAS by posting a message on OAS, but it is not contractually required to do so.
- b. CAD is not responsible or liable in any way for any damage or loss resulting from the unavailability of the OAS.

- c. In addition to CAD's other rights, CAD may immediately suspend or cancel your access to the OAS where it believes that you have breached any of the terms and conditions.

6. LIMITATION OF LIABILITY

- a. To the extent permitted by applicable law, CAD will not be liable to you or any other person for:
 - i. any damages, loss, cost or expense arising from, or in connection with:
 - 1. any loss of, or any inability to retrieve any data or information however caused and including non-deliveries, misuses or mis-deliveries as a result of any interruption, suspension or termination of access to the OAS;
 - 2. Any failure, malfunction, defect, error, omission or interruption in (or any delay in transmission to) the OAS or any IT system, server or connection used by you to access the OAS;
 - 3. any computer virus or other harmful code; or
 - 4. any inaccuracy in the information or resources that you provide in using the System; or
 - ii. any loss of profits or business opportunity, any liability in respect of third parties or any special, indirect or consequential loss or damage, which may be suffered or incurred in connection with the OAS.
- b. To the extent permitted by law, the liability of CAD in respect of the OAS or under these terms and conditions is limited to the supplying of the services again or the payment of the cost of having the services supplied again.
- c. CAD will not be liable to you for any failure or delay by CAD to provide access to the OAS or any of its obligations under these terms and conditions where such failure or delay is the direct or indirect result of any circumstances beyond CAD's reasonable control (and CAD's obligations will be suspended for the duration of such circumstances).

7. JURISDICTION

- a. The OAS and the Free TV Website are controlled by Free TV. Any dispute about the website, the OAS or their content is to be governed by the laws of New South Wales, Australia and determined by the courts having jurisdiction there.
- b. You must ensure that your access to and use of the Free TV website and the OAS is in accordance with the laws of your jurisdiction.

8. GENERAL

- a. Clauses 3, 6 and 7 will survive cancellation by CAD of your rights to access and use the OAS.
- b. CAD may change the contents of these terms and conditions at any time by notifying you or by publishing the varied terms and conditions on this website or on the OAS and you acknowledge that this is sufficient notice of the variation. The changes will take effect on the date specified in the notice. If you continue to use the OAS after the specified date, you will be considered to have accepted the changes.