

Melting Pot Website terms and conditions: member service

We are: Screen Producers Association of Australia (SPAA)
Our address is: 34 Fitzroy Street, Surry Hills, NSW 2010

Our email contact is: meltingpot@spaa.org.au

You are: a member and user of our services.

The terms and conditions

1 Definitions

"Content"	means the information, photographs, graphics, and other material on the Web Site.
"Installation"	means all of the computer hardware and software and any other machinery and equipment operated in conjunction with it and used by us to provide the Services.
"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, details and/or other material on the Web Site, and the phrases "Posted" and "Posting" shall be interpreted accordingly.
"Services"	means all or any service provided by us through the Web Site.
"Web Site"	means our web sites, and includes all web pages controlled by us.
"User"	means any person who uses the Services or visits the Web Site for any purpose.
"we", "us", etc	means us. Where the context permits it also includes any business company or individual who shares an interest in the sale of any goods and/or service promoted on the Web Site. Without limitation, it includes any subsidiary or associated company of ours, together with any licensor, affiliate, or network partner.
"you" "yours" etc,	means you, the party to this agreement.



2 **Our contract**

These terms and conditions regulate the business relationship between you and us. By buying our services or using our web site free of charge, you agree to be bound by them.

3 **Changes to terms**

We may change these terms from time to time. The terms that apply to you are those posted here on our web site on the day you order Services. It may be useful to print a copy now.

4 **Price and Payment**

- 4.1 If a price is charged for any service it may differ from one country to another. You may not be entitled to the lowest price unless you reside in the qualifying country.
- 4.2 Intentionally deleted
- 4.3 Banking charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than Australian dollars will be borne by you.
- 4.4 Any details given by us in relation to exchange rates are approximate only and may vary from time to time.
- 4.5 You will pay all sums due to us under this Agreement by the means specified without any set-off, deduction or counterclaim.
- 4.6 All monies paid by you to us are non-refundable and cancellation and/or termination of this Agreement by you or us at any time for any reason will not entitle you to a refund of monies paid.

5 **Acceptable use Policy**

You agree to comply with these provisions:

- 5.1 You will not use or allow anyone else to use the Web Site to post or otherwise publish:
 - 5.1.1 copyright works you do not own, control, or are authorised to publish;
 - 5.1.2 audio, video or music files to which you have not secured the appropriate rights;
 - 5.1.3 any material which violates the law of any established jurisdiction;
 - 5.1.4 unlicensed software;
 - 5.1.5 software, which assists in or promotes: emulators, freaking, hacking,

- password cracking, IP spoofing;
 - 5.1.6 links to any of the material specified in this paragraph;
 - 5.1.7 pornographic material;
 - 5.1.8 any material promoting discrimination or animosity to any person on grounds of gender, race or colour.
- 5.2 You will not use the Services for spamming. Spamming includes, but is not limited to:
- 5.2.1 The bulk sending of unsolicited messages, or the sending of unsolicited emails which provoke complaints from recipients;
 - 5.2.2 The sending of junk mail;
 - 5.2.3 The use of distribution lists that include people who have not given specific permission to be included in such distribution process;
 - 5.2.4 Excessive and repeated posting off-topic messages to newsgroups;
 - 5.2.5 Excessive and repeated cross-posting;
 - 5.2.6 Email harassment of another Internet user, including but not limited to, transmitting any threatening, libellous or obscene material, or material of any nature which could be deemed to be offensive;
 - 5.2.7 The emailing of age inappropriate communications or content to anyone under the age of 18.
- 5.3 You will not use the Services in a manner, which violates any city, local, state, national or international law or regulation, or which fails to comply with accepted Internet protocol. You will not attempt to interfere in any way with our networks or network security, or attempt to use the Services to gain unauthorized access to any other computer system.
- 5.4 You will immediately notify us, of any security breach or unauthorised use of your account. You will not interfere in any way with another User(s) use of the Services. You will not resell, rent, lease, grant a security interest in, or make commercial use of the Services without our express written consent.
- 5.5 You agree not to transfer your email address for gain or otherwise. Transfer of such email address will result in immediate termination of your membership and your contract.
- 5.6 You agree not to assign, transfer, or authorise any other person to use, your membership. If you try to do so, we have the right to terminate your membership.

6 Information you give us

You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself.

7 System Security

- 7.3 You agree that you will not, and will not allow any other person to, violate or

attempt to violate any aspect of the security of the Installation;

- 7.4 You agree that you will, in no way, modify, reverse engineer, disassemble, decompile, copy, or cause damage or unintended effect to any portion of the Web Site, or any software used on the Web Site, and that you will not permit any other person to do so.
- 7.5 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.
- 7.6 Examples of violations are:
 - 7.4.1 accessing data unlawfully or without consent;
 - 7.4.2 attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
 - 7.4.3 attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing";
 - 7.4.4 forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;
 - 7.4.5 taking any action in order to obtain services to which you are not entitled.

8 Content and Intellectual Property Rights

- 8.1 Title, ownership rights, and intellectual property rights in the Content whether provided by us or by any other content provider shall remain the sole property of us and / or the other content provider. We will strongly protect its rights in all countries.
- 8.2 You may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part, except as is expressly permitted in this agreement.
- 8.3 You may post into the Services any Content owned by you. You accept all risk and responsibility for determining whether any Content is in the public domain. You grant to us the right to edit, copy, publish, distribute, translate and otherwise use in any medium and for any purpose any Content that you place on the Service. You represent and warrant that you are authorized to grant all such rights.
- 8.4 You may download or copy the Content only for your own personal use, provided that you maintain all copyright and other notices contained in such Content. You may not store electronically any significant portion of any Content.
- 8.5 You represent that any user name or email address selected by you, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and has not been selected for any

unlawful purpose. You acknowledge and agree that if such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection. You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address. If as a result of such action, you lose an email address, your sole remedy shall be the receipt of a replacement.

9 Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising out of your use of the Services, the breach or violation of this Agreement by you, or the infringement by you, or by any other user of the Services using your computer, of any intellectual property or other right of any person or entity, or as a result of any threatening, libellous, obscene, harassing or offensive material contained in any of your communications.

10 Interruption to the Service

- 10.1 If it is necessary for us to interrupt the Services then we may do so without telling you first.
- 10.2 You acknowledge that the Services may also be interrupted for reasons beyond our control.
- 10.3 You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to the Services.

11 Our liability

- 11.1 Your use of the Services is without any warranty or guarantee.
- 11.2 Where we provide a service without specific charge, then it is deemed to be provided free of charge, and not to be associated with any other service for which a charge is made. Accordingly, there is no contractual or other obligation upon us in respect of any such service.
- 11.3 We or our content suppliers may make improvements or changes to the Web Site, the content, or to any of the products and services described on the Web Site, at any time and without notice to you.
- 11.4 You are advised that content may include technical inaccuracies or typographical errors.
- 11.5 We give no warranty and make no representation, express or implied, as to:



- 11.5.1 the truth of any information given on the Web Site by any Associate or third party;
 - 11.5.2 any implied warranty or condition as to merchantability or fitness for a particular purpose;
 - 11.5.3 compliance with any law;
 - 11.5.4 non-infringement of any right.
- 11.6 Much of the material provided on the Web Site is Posted (and thereby published) by Users. We are under no obligation to monitor, vet, and check or approve any such material. We disclaim all responsibility for information published on the Web Site by any person.
- 11.7 The Web Site contains links to other Internet web sites. We have neither power nor control over any such web site. You acknowledge and agree that we shall not be liable in any way for the content of any such linked web site, nor for any loss or damage arising from your use of any such web site.
- 11.8 In no event shall we or our content suppliers be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with the use of the Web Site or the content available from this Web Site.
- 11.9 These disclaimers form an essential part of this agreement. Each sub paragraph in this agreement is independent and severable from each other paragraph and enforceable accordingly. If any restriction is unenforceable for any reason but would be enforceable if part of the wording were deleted, it will apply with such minimal deletions as may be necessary to make it valid and enforceable.

12 Storage of Data

- 12.6 We assume no responsibility for the deletion or failure to store, deliver or timely delivery of messages.
- 12.7 We may, from time to time and without notice, set limit(s) on the number of messages a User may send, store, or receive through the service, and we retains the right to delete any emails above such limit(s) without any liability whatsoever, and you hereby release us from any such liability. Any notice provided by us to you in connection with such limit(s) shall not create any obligation to provide future notification regarding any change(s) to such limit(s).

13 Modification

We reserve the right to modify the Services and to change the terms and conditions of this agreement at any time, without notice. Your continued use of the Services after such modifications shall be deemed an acceptance by you to be bound by the

terms of the modified agreement.

14 Termination

- 14.6 You may terminate this Agreement at any time, for any reason, with immediate effect. You may terminate the agreement either by sending notices to us by post or email, or by completing the form on the Web Site and submitting it. We reserve the right to check the validity of any request to terminate membership
- 14.7 We may terminate this Agreement at any time, for any reason, with immediate effect by sending you notice to that effect by post or email.
- 14.8 If we terminate, we shall be under no liability to you whatsoever, and you hereby release us from any such liability.
- 14.9 Termination by either party shall have the following effects:
- 14.4.1 your right to use the Services immediately ceases;
 - 14.4.2 we are under no obligation to forward any unread or unsent messages to you or any third party;
- 14.5 In the event of such termination by us, we will within seven days refund to you the balance of your subscription outstanding for any Service, pro rata with time not elapsed;
- 14.6 There shall be no reimbursement or credit if the Service is terminated due to your violation of the terms of this agreement.
- 14.7 We reserve the right to terminate your email address in the event that our right to use certain domain names or email addresses terminate or expire.
- 14.8 We retains the right, at our sole discretion, to terminate any and all parts of the Services provided to you, without refunding to you any fees paid if we decide in our absolute discretion that you have failed to comply with any of the terms of this agreement.

15 Severability

If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

16 Action Limit

You and we agree that any cause of action arising out of or related to the Services must commence within one year after the cause of action arose; otherwise, such cause of action is permanently barred.

17 **No duty to monitor**

We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility through our AUP or otherwise to monitor or police Internet-related activities.

18 **Force majeure**

18.5 Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including fire, natural disaster, war or military hostilities and strikes of its own employees.

18.6 Each of the parties agrees to give notice immediately to the other upon becoming aware of an event of force majeure such notice to contain details of the circumstances giving rise to it.

18.7 If a default due to force majeure shall continue for more than six weeks then the party not in default shall be entitled to terminate this agreement. Neither party shall have any liability to the other in respect of the termination of this agreement as a result of force majeure.

19 **No Waiver**

No waiver by us, in exercising any right shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

20 **Relationship of parties**

Nothing in this agreement shall create a partnership, joint venture or agency or the relationship of employer and employee between us.

21 **Dispute Resolution**

In the event of a dispute arising out of or in connection with the terms of this Agreement between you and us, then you agree to attempt to settle the dispute

by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

22 **Jurisdiction**

This Contract shall be interpreted according to the Laws of Australia and the parties agree to submit to the exclusive jurisdiction of the Australian courts. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.