



MUSICAL MAKERS CLUB – WEBSITE TERMS OF USE

This website (**Site**) is operated by Musical Makers Club Pty Ltd ACN 644 213 829 t/as Musical Makers Club (**we, our or us**) and is available at: www.musicalmakersclub.com.au and may be available through other addresses or channels.

Consent to these Terms

By using our Site, you agree to be bound by these terms of use and our Privacy Policy (available here) (**Terms**). Please read these Terms carefully – if you don't agree to them, then you must cease using our Site immediately.

How we can change these Terms

We may at any time and at our discretion, vary these Terms by publishing the varied terms on our Site. We recommend you check our Site regularly to ensure you are aware of our current terms. Materials and information on this Site (**Content**) are subject to change without notice. We do not undertake to keep our Site up-to-date and we are not liable if any Content is inaccurate or out-of-date.

Your use of our Site

We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Site in accordance with these Terms. All other uses are prohibited without our prior written consent.

Things you can't do on our Site

When you use our Site, we expect you to abide by a clear standard of behaviour. You must not do or attempt to do anything that is unlawful, which is prohibited by any laws applicable to our Site, which we would consider inappropriate or which might bring us or our Site into disrepute. This includes (without limitation):

- (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- (b) using our Site to defame, harass, threaten, menace or offend any person;
- (c) interfering with any user using our Site;
- (d) tampering with or modifying our Site;
- (e) knowingly transmitting viruses or other disabling features or damaging or interfering with our Site, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Site;
- (f) using our Site to send unsolicited email messages; or
- (g) facilitating or assisting a third party to do any of the above.

No copying

You are prohibited from copying Content or any other details on our Site for use in any way that competes with our business or breaches our copyright or other intellectual property.

General information



The content on our Site is intended only to provide a summary and general overview of matters of interest relating to our business and the things we do. While it may be helpful to you, it is not intended to be comprehensive and to this end, it does not take into account your specific needs, objectives or circumstances, and it is not advice.

While we use reasonable attempts to ensure the accuracy and completeness of all content on our Site, we make no representation or warranty in relation to it, to the maximum extent permitted by law. You should always obtain professional advice appropriate to your own circumstances from an appropriate professional. If you require unique advice for your circumstances from us, please contact us to book a one on one consult.

Intellectual Property rights

Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in our Site and all of our Content. Your use of our Site and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to our Site or our Content. You must not:

- (a) copy or use, in whole or in part, any Content;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
- (c) breach any intellectual property rights connected with our Site or our Content, including (without limitation) altering or modifying any of our Content, causing any of our Content to be framed or embedded in another website or platform, or creating derivative works from our Content.

Content you upload

We encourage you to interact with our Site. You may be permitted to post, upload, publish, submit or transmit relevant information and content (**User Content**) on our Site. If you make any User Content available on or through our Site, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, licence, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through or by means of our Site.

You agree that you are solely responsible for all User Content that you make available on or through our Site. You represent and warrant that:

- (a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms); and
- (b) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Site will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for, any User Content. We may, at any time (at our sole discretion), remove any User Content.

Third party sites

Our Site may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on



those websites. We recommend that you make your own investigations as to the suitability of those websites.

Warranties and disclaimers

To the maximum extent permitted by law, we make no representations or warranties about our Site or our Content, including (without limitation) that:

- (a) they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- (b) access will be uninterrupted, error-free or free from viruses; or
- (c) our Site will be secure.

You read, use and act on our Site and our Content at your own risk.

Limited Liability

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, however it arises, whether direct or indirect and/or whether present, unascertained, future or contingent (**Liability**) suffered by you or any third party, arising from or in connection with your use of our Site and/or our Content and/or any inaccessibility of, interruption to or outage of our Site and/or any loss or corruption of data and/or the fact that our Content is incorrect, incomplete or out-of-date.

When you are no longer able to use our Site

We may, at any time and without notice to you, discontinue our Site, in whole or in part. We may also exclude any person (including you) from using our Site, at any time and at our sole discretion. We are not responsible for any loss, damage or Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

Indemnity

To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of our Site or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligation under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

Termination

These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

Password secrecy

We may choose to issue you with a username and password to enable you to access features on our website. If we do, you must keep those details confidential and remain responsible for their misuse if these items are not kept confidential.

If part of these Terms isn't right

If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable.



If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remained of that provision or the other provisions in these Terms.

Applicable law

These Terms, and your use of our Site, are governed by the laws of New South Wales, Australia. If you access our Site throughout Australia or overseas, we make no representation that our Site complies with the laws (including intellectual property laws) of any State outside New South Wales and/or country outside Australia. If you access our Site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Site.

For any questions and notices, please contact us at:

Attention: Josephine Lancuba

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