

## ADDITIONAL TERMS OF USE FOR WEBCASTING SERVICES

**These Terms and Conditions were last revised 31 January 2013 and are subject to periodic revisions and updates.**

**IMPORTANT- READ CAREFULLY: CUSTOMER'S USE OF THE WEBCASTING SERVICES IS CONDITIONED UPON CUSTOMER'S COMPLIANCE WITH, AND AGREEMENT TO BE BOUND BY, THESE ADDITIONAL TERMS OF USE FOR WEBCASTING SERVICES ("WEBCASTING TERMS").**

**IF CUSTOMER DOES NOT AGREE WITH THESE WEBCASTING TERMS, DO NOT USE THE WEBCASTING SERVICE. CUSTOMER IS ENCOURAGED TO PRINT OR DOWNLOAD THESE WEBCASTING TERMS AND TO REGULARLY CHECK THIS WEBSITE TO OBTAIN TIMELY NOTICE OF ANY CHANGES TO THESE WEBCASTING TERMS, WHICH MAY OCCUR FROM TIME TO TIME AND AT ANY TIME WITHOUT NOTICE.**

### 1. WEBCASTING SERVICES

- (i) These Webcasting Terms are in addition to ECT's standard terms and conditions which are available at at [http://www.ect.com.au/files/Terms\\_and\\_Conditions\\_-ECT.pdf](http://www.ect.com.au/files/Terms_and_Conditions_-ECT.pdf) or such other terms and conditions agreed between ECT and the Customer.
- (ii) ECT hereby undertakes to produce, or engage one of its suppliers (collectively referred to herein as "ECT") to produce, webcasting events utilising a software application platform (the "Platform") and various services and tools (the "Webcasting Services").
- (iii) ECT grants to Customer the non-exclusive right to access and use the Platform, solely to the extent required to use the Webcasting Services and produce a webcasting event.
- (iv) Customer shall not in any way:
  - (A) resell or sublicense the Webcasting Services;
  - (B) use the Webcasting Services in a manner that allows someone other than Customer or ECT to manage a Webcast Event; or
  - (C) use the Webcasting Services in any manner inconsistent with these Webcasting Terms.

### 2. WEBCAST EVENT PRODUCTION

- (i) Customer acknowledges that production of a webcasting event will require use of various elements of the Webcasting Services. Customer shall cooperate with an ECT representative to establish which elements Customer requires for each webcasting event.
- (ii) For any custom webcast event for which additional specifications are required, the Parties must complete a separate work order which specifies the Customer requirements which shall be agreed in writing by the Parties ("Work Order").
- (iii) ECT shall commence producing the Webcast Event in accordance with the agreed Work Order. Customer acknowledges that due to the complexities of the Webcasting Services, it may be necessary for the Parties to work vary the Work Order to accommodate any unforeseen issues which may arise.
- (iv) Customer is fully responsible for providing all aspects of content of each Webcast Event and for ensuring that webcasting event materials are made available to ECT.
- (v) Customer acknowledges that ECT is a facilitator only and is not responsible for editing any part of the materials provided by Customer nor is it responsible for ensuring that the all or any part of the materials complies with all applicable laws.

### 3. WORK ORDERS

The Work Order shall also describe in sufficient detail all aspects that Customer requires with respect to allowing viewers to view a webcasting event, including:

- (i) the estimated number of viewers that may view the webcasting event,
- (ii) the registration procedures for viewers,
- (iii) the availability of a webcasting event after production for on-demand viewing, and
- (iv) any other concern or issue specifically of importance to Customer.

#### **4. MODIFICATIONS AND RELEASES**

- (i) ECT may release modifications, updates or new releases of the Platform which add to, enhance or change the features and services of the Platform. Customers shall be entitled to use any new features and services added to the Platform. Customer shall not be charged for comparable features, but additional charges may or may not be applicable for new features and services. .
- (ii) ECT reserves the right to withdraw, suspend or discontinue any functionality or feature of the Platform provided the Platform continues to perform in substantially the same manner.

#### **5. INTELLECTUAL PROPERTY RIGHTS**

- (i) ECT and/or its suppliers will own all rights, title and interest, including all related Intellectual Property, to any suggestions, ideas, feedback, improvements, recommendations or other information created, conceived, or reduced to practice, by or on behalf of Customer, any viewer or any subscriber to a Webcast Event relating to the Platform.
- (ii) Notwithstanding the preceding paragraph, nothing in these Webcasting Terms creates or transfers any right or interest in any Intellectual Property Rights held by the Customer, ECT or its suppliers.

#### **6. WARRANTY DISCLAIMERS; LIABILITY LIMITATIONS**

Notwithstanding any other provision herein or in any other agreement between the Parties:

- (i) all Webcasting Events, including without limitation all Webcasting Services are provided on an "as is" and "as available" basis and any and all representations, warranties or covenants, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose are hereby expressly disclaimed to the maximum extent permitted by law;
- (ii) no service levels shall apply to the provision of webcasting events, including without limitation any all Webcasting Services, except where otherwise agreed in writing by ECT;
- (iii) neither ECT, nor its suppliers, shall be liable for any indirect, incidental, special, consequential or punitive damages or damages arising from lost data, interrupted communications, lost revenue, lost profits, lost technology, loss of rights or costs of procuring substitute services or any other substitution or solution, however arising, even if ECT and/or its suppliers are advised, or made aware, of the possibility of such damages;
- (iv) in no case shall the aggregate of ECT and all of its supplier's total liability arising out of or relating to or in any way connected with the provision or non-provision of Webcasting Services, whether in contract, tort or otherwise, exceed the amount of fees actually paid to ECT by Customer for the one (1) month prior to the claim first being raised by the Customer; and
- (v) ECT shall only and solely be responsible to indemnify the Customer relating to the webcasting events, including without limitation Webcasting Services, to the same extent and subject to the same terms as ECT is indemnified by its suppliers for Webcasting Services.

#### **7. MISCELLANEOUS**

- (i) Customer agrees to take all such actions and execute such further documents or instruments as may be reasonably required by ECT to support the provision of the Webcasting Services, including without limitation a Work Order.
- (ii) Any use of the Webcasting Services (including any trial use) affirms, and any continued use of the Webcasting Services reaffirms Customer's acceptance of, and agreement to be bound by, these Additional Terms of Use for Webcasting Services.

#### **8. DEFINITIONS**

Terms which are capitalised which are not defined in these Webcasting Terms but are defined the Standard Terms and Conditions, shall have the same meaning as in the Standard Terms and Conditions located on this website.

**THE CUSTOMER IS RESPONSIBLE FOR REGULARLY REVIEWING THIS SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDED TERMS.**