

Content Provider Agreement – Terms of Use

These Content Provider Terms of Use (Terms or Agreement) govern your use of our website located at thequo.com.au (Site) and form a binding contractual agreement between you (You or the user of the Site) and us, (QUO Pty Limited or the Network).

For that reason these Terms are important and you should ensure that you read them carefully and contact us with any questions before you use the Site. You can contact us using the contact details provided at thequo.com.au.

By using the Site you acknowledge and agree that you have had sufficient chance to read and understand the Terms and you agree to be bound by them. If you do not agree to the Terms, please do not use the Site.

1. Licence to use Site and add content

1.1 We grant you a non-exclusive, worldwide, non-transferable licence to use the Site in accordance with the terms and conditions set out in this Agreement.

1.2 You may access and use the Site (including any incidental copying that occurs as part of that use) in the normal manner.

1.3 You must not add any content to the Site:

(a) unless you hold all necessary rights, licences and consents to do so, including under our Content Provider Agreement;

(b) that would, in the absolute discretion of QUO Pty Limited, cause you or us to breach any law, regulation, rule, code or other legal obligation;

(c) that is or could reasonably be considered to be, or is considered to be in the absolute discretion of QUO Pty Limited, obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, sexually harassing, hate-speech, blasphemous, in breach of confidence or in breach of privacy or is deliberately intended to upset others or is otherwise defamatory or in contravention of discrimination law;

(d) that would bring us, or the Site, into disrepute; or

(e) that infringes the intellectual property or other rights of any person.

1.4 Publication of any material you submit to us will be at our sole discretion. We reserve the right to make additions or deletions to the text or graphics prior to publication, or to refuse publication.

1.5 You must act honestly and in good faith in your dealings with us and (if requested) you must provide us with all necessary assistance to settle, defend or investigate any third party claims arising as a result of our publication of material you submit to us.

1.6 We reserve the right to remove your access to individual services completely if we believe you are abusing the services in any way.

1.7 The Site contains links to other websites as well as content added by people other than us. We do not endorse, sponsor or approve any such user generated content or any content available on any linked website.

1.8 You acknowledge and agree that:

(a) we retain complete editorial control over the Site and may alter, amend or cease the operation of the Site at any time in our sole discretion; and

(b) the Site will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).

2. Intellectual Property Rights

2.1 Nothing in these Terms constitutes a transfer of any intellectual property rights. You acknowledge and agree that, as between you and us, we own all intellectual property rights in the Site.

2.2 By posting or adding any content onto the Site, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that content in any way (including, without limitation, by reproducing, changing, and communicating the content to the public) and permit us to authorise any other person to do the same thing.

2.3 You consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.

2.4 The licence in clause 2.3 will survive any termination of these Terms.

2.5 You represent and warrant to us that you have all necessary rights to grant the licences and consents set out in clauses 2.2 and 2.3. You warrant that any material you submit is your own original work and that you own the copyright and any other relevant rights. If you would like to tell us about material that isn't your copyright and which we may want to use, please tell us who owns it so we can ask permission to republish.

2.6 We may be prepared to allow you to distribute or reproduce other parts of thequo.com.au or the material in certain circumstances. Please email info@thequo.com.au if you wish to apply for permission to do so.

3. Warranties

3.1 You represent and warrant to us that:

(a) you have the legal capacity to enter these Terms; and

(b) you have complied with clause 1.3.

4. Liability

4.1 To the full extent permitted by law, we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages.

4.2 To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.

4.3 These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations.

5. **Registration**

5.1 By completing a registration form and entering your email address and password, you will be deemed to have accepted these terms and conditions for registration required areas of the Site. Also, by registering to our site and any of our email services, you are deemed to have accepted these terms and conditions.

5.2 You also acknowledge that you have read and agreed to be bound by our Privacy Policy as amended from time to time. All of our website is bound by terms of the Privacy Policy as well, regardless of registration.

5.3 If you have registered with us and subsequently change your details, you should immediately notify us of any changes by contacting us.

5.4 When you register, you are registering as a personal user of The QUO. Access to subscription areas is via your email address, username and password. We allow you access to the registered areas of the site on the basis that:

(a) your email address and password are personal to you and may not be used by anyone else to access The QUO

(b) you will not do anything which would assist anyone who is not a registered user to gain access to any registered area of The QUO.

(iii) you do not maliciously create additional registration accounts for the purpose of abusing the functionality of the site, or other users; nor do you seek to pass yourself off as another user

(iv) you comply with these terms and conditions.

If, for any reason, we believe that you have not complied with these requirements, we may, at our discretion, cancel your access to The QUO immediately and without giving you any advance notice.

6. **Registration Termination**

6.1 If we wish to bring the agreement to an end, we will do so by emailing you at the address you have registered stating that your account has terminated. The agreement will terminate and your email address and password will become invalid on The QUO immediately.

6.2 These Terms terminate automatically if, for any reason, we cease to operate the Site.

6.3 We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way.

7. **General**

7.1 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.

7.2 If a provision of these Terms are invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

7.3 Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.

7.4 This Agreement is governed by the laws of New South Wales and each party submits to the jurisdiction of the courts of New South Wales.