

## ***User Agreement – Terms of Use***

These User 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**

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 have agreed to 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;

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

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

### **2. Warranties**

2.1 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.

### **3. Liability**

3.1 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.

3.2 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 or in other Quo agreements, policies and procedures as amended from time to time.

3.3 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.

#### 4. **Registration**

4.1 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.

4.2 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.

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

4.4 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.

#### 5. **Registration Termination**

5.1 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.

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

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

## 6. **General**

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

6.2 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.

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

6.4 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.