

Subscriber Terms of Use

1. Acceptance of Terms

(a) This site is owned and operated by Marcus Dibble
ABN 15 686 329 276 (“we”, “us”).

(b) By registering as a User you (“you”, “your”) warrant that you are at least 18 years old, and that you agree to be bound by the following agreement (“Subscriber Terms of Use”) between you and us. These Subscriber Terms of Use incorporate our Privacy Policy and General Website Terms, and govern your access to the Content and use of this Site.

(c) To the extent of any inconsistency between the documents, the Subscriber Terms of Use will take precedence, then the Privacy Policy, and lastly the General Website Terms will apply.

2. Term

2.1 Commencement and Duration

These Subscriber Terms of Use are binding on you from when you set up a registered user account (“User Account”) continues until it is terminated in accordance with the provisions of Terms of Use. these Subscriber

2.2 Changes

We may amend these Subscriber Terms of Use (including changing the Subscription Fee) at any time by 30 days’ written notice to you. Your logging into the Site using your User Account or access of the Content after the effective date of the notice, constitutes your acceptance of the amendments set out in the notice. However, you have the continuing right to cancel your User Account under clause 4.1(c). at any time,

3. Registered Users

3.1 Access

- (a) Subject to these Subscriber Terms of Use and payment of the Subscription Fee, we grant you a limited, non-exclusive, non-transferable licence to access the Content via your User Account.
- (b) You may not transfer your User Account to anyone else without our written permission.

3.2 Fees

- (a) The Subscription Fee is payable monthly in advance. Your credit card will be debited for the Subscription Fee each month, on the same day of the month as you first set up your User Account. If your normal billing date does not exist in any month because the month has fewer than 31 days, your credit card will be debited on the final day of the month.
- (b) You undertake and warrant that the credit or debit card, which you use to pay the Subscription Fee is your own, or that you are fully entitled to use that payment method, and that there are sufficient funds or credit facilities to cover the cost of the Subscription Fees. We reserve the right to obtain validation of your payment details before approving your User Account.

3.3 Further payment provisions

- (a) Payments are processed through Stripe, a third party payment gateway and we do not store your credit card details. You may be required to agree to terms of service imposed by Stripe.
- (b) You are responsible for and must reimburse us for any dishonour or charge-back fees that Stripe imposes on us in relation to your payments.
- (c) All fees are in US dollars and are exclusive of value-added taxes such as GST or VAT. If any such tax is imposed on a supply under this agreement, you must pay the tax amount with and in addition to the Fees. For Australian customers, we will itemise any applicable GST on each tax invoice.

3.4 Default in payment

If any payment of yours is delayed, dishonoured or reversed for any reason, then without prejudice to our other rights or remedies, we reserve the right to immediately suspend your access to the Content, until payment is made in full.

4. Your Warranties and Obligations

4.1 Your User Account

(a) You must keep your User Account login id and password confidential and secure, and not disclose it to anyone. You are responsible for the acts or omissions of anyone who logs in using your User Account login id and password.

(b) You warrant that the information you have provided to us for your User Account is your own information, and the contact details and identity you supplied to us are yours, and not that of any other person.

(c) You may end this agreement at any time by logging in and cancelling your User Account, in which case any future Subscription Fee payments will be cancelled, but you will not be entitled to any refund for any Subscription Fee you might have prepaid prior to the cancellation date.

4.2 Your rights and

obligations (a) You

agree to:

(i) comply with these Subscriber Terms of Use and all applicable laws and regulations in your own jurisdiction; and

(ii) comply with our privacy policy and any other policy we publish on the Site from time to time;

(iii) use the Site and access the Content in good faith and for personal use only.

(b) You must not:

(i) disclose your User Account login id and password to any other person, nor allow any other person to use your User Account;

(ii) copy, share, distribute, publish or create derivative works from any part of the Content, nor use or access the Content for any commercial purpose;

(iii) collect information (including information about models, advertisers or other users) for purposes outside these Subscriber Terms of Use. In particular, you must not harvest information or Content from the Site for commercial purposes without our written consent; nor

(iv) harass or cause a nuisance to any other person, or do anything to adversely affect the functionality, integrity or security of the Site.

5. Intellectual Property Rights

(a) The material on the Site is protected under Australian and international copyright and other laws governing protection of Intellectual Property rights. Intellectual Property rights in images, trade marks and other content on the Site are owned by their respective owners. You must not deal with the material on the Site in any way which infringes on the content owner's Intellectual Property rights without separate written permission from the content owner.

(b) You may post links to publicly-accessible parts of the Site on social media or other sites, but may not link to or embed any Content from the subscriber-only parts of the Site. Please contact us if you wish to re-post articles or images from this Site on another site.

6. Disclaimers and Limitation of Liability

6.1 Disclaimers

(a) To the extent allowable by law:

(i) the information, services and material contained on the Site are provided on an "as is" basis. We disclaim all representations and warranties, express or implied, with respect to material on the Site, whether provided by us, third parties or other users, including without limitation, the fitness for any particular purpose of anything contained or referred to on

the Site;

(ii) we do not warrant, guarantee or make any representation that the Site is free of viruses, or

that the functions contained on the Site will

operate uninterrupted or are error-free or are

compatible with all devices, browsers systems;

or operating

(b) You acknowledge that you have exercised your own judgement as to the suitability of the Site for your purposes, and that you use the Site at your sole risk. In particular, if you interact or deal with any other User, person or entity whose details you obtained from the Site, you do your own risk. so at

(c) The appearance of the Site, including what Content is displayed on the Site, and how it appears

from time to time, is at our sole discretion.

6.2 Indemnity

(a) You agree to release and hold harmless, indemnify and defend us and our Indemnified Officers against any Claim or Liability from or in relation to:

(i) your own negligence, or reckless or intentional misconduct, or your breach of these Subscriber Terms of Use;

(ii) any acts or omissions of anyone whom you allowed to access the Site using your login and id, whether deliberately or otherwise;

(iii) your breach of any law, or your infringement of our or any third party rights including without

limitation Intellectual Property rights or privacy rights;

(iv) if your instructions to us or your User Content causes us to be in breach of any law or in infringement of any third party rights including Intellectual Property rights;

(v) any dealings you have with other users of the Site, or any third party you contact via the Site; and

(vi) your action, inaction, delay or breach of your obligations under this agreement or your breach of any warranties under this agreement.

(b) You agree to release and hold harmless us and

our Indemnified Officers against any Claim or Liability arising from or in relation to:

(i) any agreement between yourself and any other user of the Site;

(ii) third parties you contacted via the Site;

(iii) our reasonable actions in denying anyone access to the Site for security reasons or non-payment; and

(iv) actions taken in relation to these Subscriber Terms of Use in accordance with our obligations at law

or any order issued by a court of law or relevant government authority,

whether directly or indirectly arising in connection with the Site or Content, even if we knew or should have known about the possibility of such loss or damage.

(c) You indemnify us for any reasonable legal expenses we incur as a result of your breach of these Subscriber Terms of Use, including expenses for enforcing payment, on a solicitor and own client basis.

6.3 Defence

We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

6.4 Limitation of Liability

(a) To the fullest extent allowable at law:

(i) we only accept liability to you as set out in this clause 6, or as required by consumer or other laws which cannot be excluded by contract;

(ii) indirect, special, pure economic or Consequential Loss (whether arising under contract or tort) are expressly excluded under these Subscriber Terms of Use;

(iii) our liability, and liability of our Indemnified Officers under this agreement is limited to (at our election):

(A) supplying the services again; or

(B) payment of the cost of having the services supplied again; or

(C) a refund of the amount you paid us for those services; (iv)

we are not liable to you for:

(A) errors in the information you provide to us;

(B) errors or omissions in the Site;

(C) delays to, interruptions of, or cessation of the Site;

(D) defamatory, offensive or illegal conduct of any other user of the Site;

or

(E) default or failure in performance of our obligations under this agreement resulting directly or indirectly from:

(1) third parties; or

(2) or any other circumstances caused by factors beyond our reasonable control,

whether or not caused through any act or

inaction by us, our employees, agents or independent contractors, or through any other cause.

(v) despite any other provision to the contrary, you agree that our total liability and the total liability of our Indemnified Officers in connection with this agreement whether under contract or tort, will not in any circumstances exceed \$100.

(b) The limitation of liability under clause 6.4(a)(v) has effect in relation both to any Liability expressly provided for under this agreement and to any Liability arising by reason of the invalidity or unenforceability of any term of this agreement.

7. Termination

7.1 Termination

(a) We may terminate your User Account for any reason with not less than 30 days' written notice at any time, and will refund any prepaid Subscription Fees on a prorata basis.

(b) If we in our absolute discretion determine that you have breached any of your obligations or warranties under these Subscriber Terms of Use, we may immediately and without further notice suspend your access to our Content and terminate your User Account, in which case you will not be entitled to any refund of prepaid Subscription Fees.

(c) If we terminate your User Account under this clause, you must not create another without our written permission otherwise your new User Account may be deleted immediately without a refund being issued.

7.2 Consequences of termination

If this agreement is terminated for any reason then in addition to any other rights we may have:

- (a) your right to use the Site will immediately be limited to the portions of the Site which do not require registration;
- (b) your right to use any Intellectual Property belonging to us automatically ceases;
- (c) we will immediately remove your Site; and User Account from the
- (d) we may retain records relating to your User Account following termination of this agreement in accordance with general legal and accounting requirements.

8. General

8.1 Costs

You are responsible for all duties, charges and legal fees (on a solicitor and own client basis) incurred in enforcing this agreement.

8.2 Enduring clauses

The parties' rights and obligations under clauses 3, 4, 5, 6, 7.2 and 8 (as applicable) will survive the termination of these Subscriber Terms of Use for whatever reason.

8.3 Jurisdiction

The laws of Victoria, Australia apply to these Subscriber Terms of Use and the parties submit exclusively to the courts of that jurisdiction.

8.4 Assignment

We may assign or novate our rights and obligations under these Subscriber Terms of Use at any time by notice on the Site. Upon assignment or novation, our rights and obligations are binding on and will benefit our respective representatives, successors and assigns.

8.5 Definitions

Defined terms in these Subscriber Terms of Use have the same meaning as set out in the General Website Terms.

8.6 Australian Consumer Law

Nothing in this agreement shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the *Competition and Consumer Act 2010* (Cth)) and which by law cannot be excluded, restricted or modified.