



Premo Media Pty Ltd
(ABN 52 635 706 651)
(MyPremo)

User Terms and Conditions

These terms and conditions of use (**Terms and Conditions**) constitute an agreement between MyPremo and any user of goods and services (**User**) which MyPremo or any of its Related Bodies Corporate from time to time provide, including any website operated by MyPremo or any of its Related Bodies Corporate (**Websites**) or the Platform (as defined in these Terms and Conditions). Each User should read these Terms and Conditions carefully – they contain important information about a User's rights and obligations, including specific limitations or requirements that may be applicable to the User when using the Platform or any Websites. These Terms and Conditions also cover, on a more general basis, the User's use of any of MyPremo's goods or services (which, together with MyPremo's provision of access to the Platform and Websites, are referred to in these Terms and Conditions as the **Services**).

By creating an Account and/or using the Platform, you as a User agree to these Terms and Conditions and to any amendments which may be made to the Terms and Conditions from time to time in the manner provided for below.

1. KEY TERMS IN THESE TERMS AND CONDITIONS

In these Terms and Conditions, the words in bold font below have the meanings set out opposite them (unless expressly indicated otherwise).

Account means a personal account given to the User on the Platform upon successful completion by that User of MyPremo's registration procedure.

Advertisement means an advertisement created by a third party advertiser (or by MyPremo in conjunction with a third party advertiser) and made accessible to Users to view and/or interact with on the Platform in connection with the User's viewing of Content.

Claim means any claim in Law or equity, or under statute, for a remedy of any nature whatsoever, whether contingent, prospective, actual or otherwise and including any and all claims, actions, sums of money, arbitrations, suits, counterclaims, demands, causes of action, debts due, verdicts, judgments, account reckonings, proceedings and charges.

Content means any text, graphics, images, music, software, audio, video, information or other materials in digital form or otherwise.

Law means any law or legal requirement, including at common law, in equity, under any statute, regulation or by-law and any mandatory decision, directive, guidance, order, decree, guideline or requirement of any authority.

Loss means any damage, loss, expense and cost whatsoever including any cost or expense regarding any Claim and any legal costs and expenses of any nature.

Platform means the proprietary social media content sharing application platform known as "MyPremo" developed by or on behalf of, and owned by, MyPremo, together with all adaptations, modifications, amendments, extensions, revisions, updates, upgrades and other changes to that platform.

Related Bodies Corporate has the meaning given to that term in the Australian *Corporations Act 2001* (Cth).

2. ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

- (a) By accessing and/or using the Platform and/or any Website in any way, the User accepts and agrees to be bound by these Terms and Conditions.
- (b) These Terms and Conditions as well as the Privacy Policy (referred to further in clause 5(b)) constitute the entire agreement between you and MyPremo regarding the matters set out herein and supersede any prior representations, negotiations, agreements, understandings or arrangements between you and MyPremo on any of those matters, whether written or oral.
- (c) MyPremo will use reasonable endeavours to ensure that a copy of the current version of these Terms and Conditions is always available here. Whilst we may (but are not obliged to) contact you to notify you of any updates to the Terms and Conditions, you acknowledge it is your sole responsibility to review and check any updates to these Terms and Conditions from time to time. Please refer to clause 13 for more information.
- (d) Your continued use of the Platform or Services, or access of any of the Websites, will be deemed acceptance of these Terms and Conditions as most recently updated.
- (e) MyPremo may make changes to the Platform and/or Services at any time. MyPremo will not be liable for any Loss incurred by you resulting from any changes made to the Platform and/or Services.

3. REGISTRATION

- (a) In order to use some of the Services we provide, you must first successfully register an Account.
- (b) You must provide MyPremo with true, full and accurate information when registering for an Account. For all Users, you will be required to provide an email address when you register for an Account. In addition, if you wish to publish Content and/or receive earnings through transmitting, inputting or uploading Content on the Platform, you may also be required to provide your full name, date of birth and PayPal account details (including your PayPal email address), as well as an uploaded copy of a valid form of personal identification (being either a Passport, a government issued driver's license or such other identification as MyPremo may specify from time to time). MyPremo may also ask you for additional information (including in particular based on your place of residence). MyPremo reserves the right to reject registration of your Account if you do not provide the information requested. MyPremo will not be responsible for any Loss suffered by you if you provide inaccurate or incomplete information when creating your Account, including in circumstances where MyPremo exercises its rights under these Terms and Conditions to suspend or cancel that Account accordingly.
- (c) When you register an Account, MyPremo may send you an email containing a code in order to verify your email address. If you have any issues registering your Account or are unable to receive an email message from MyPremo, please contact MyPremo at support@mypremo.com.
- (d) MyPremo will never ask for your personal information via email. If you receive an email message purporting to be from MyPremo asking you to provide your personal information, please report it to MyPremo immediately.
- (e) Unless expressly stated otherwise for a particular Service, you must not use the Services or access the Platform if you are under the age of 18.
- (f) MyPremo reserves the right, in its sole and absolute discretion, to refuse to process any Account registration requests or to otherwise block or restrict your access to the Platform. This may include circumstances where you have previously been banned from the Platform.

- (g) Upon successful completion of the registration of your Account:
 - (i) your Account will be accessible to you via a username and password of your choice; and
 - (ii) subject to you at all time complying with these Terms and Conditions, MyPremo will grant you a non-exclusive, non-transferable right to use the Platform and those Services which can only be accessed through a registered Account (which right is revocable by MyPremo in accordance with these Terms and Conditions).
- (h) MyPremo may in its sole and absolute discretion refuse requests to access the Platform or use Services, including if the information provided by you during the registration process is the same as or similar to existing log-ins, is inappropriate, offensive, obscene, abusive, defamatory or illegal, infringes copyright, contains brand names, company names, or registered trademarks, contains names of high profile or public figures (other than the User itself); or contains words promoting political, religious, social, or economic issues, or uses the name of another person other than the User.
- (i) It is your sole responsibility to ensure that your Account information is kept up to date and that you have provided MyPremo with accurate personal details at all times so that MyPremo can (as required) contact you for any reason in relation to the Platform, the Services or your use of the Platform or the Services.
- (j) MyPremo may terminate the Services or the provision of the Platform at any time in its sole and absolute discretion. In such circumstances MyPremo may (without any obligation) notify you using the information provided by you when registering your Account or as updated by you as required under this clause 3. MyPremo will not be liable for any Loss you suffer as a result of the termination of the Platform or the Services.
- (k) MyPremo is not liable to you for any Loss you may incur as a result of:
 - (i) you failing to provide full and accurate personal details at all times; or
 - (ii) any delay or failure by you to receive any communication from MyPremo regarding the Services, regardless of how that may occur.

4. ACCOUNT SECURITY

- (a) It is your sole responsibility at all times to ensure the username and password required for you to access your Account are in each case kept secure and confidential and are not disclosed to any other person.
- (b) You must not sell, transfer or assign your Account to anyone else unless you have obtained prior written consent from MyPremo to do so (which may be given or refused in MyPremo's sole and absolute discretion). You must not allow anyone else to use or access your Account. MyPremo may suspend or cancel your Account if it suspects you are in breach of this clause.
- (c) You must not use another User's Account without the express written consent of that User and MyPremo. MyPremo may require proof of the other User's consent at any time.
- (d) You must notify MyPremo immediately by email to support@mypremo.com upon becoming aware of any unauthorised use of your username, password or Account or of any other breach of security associated with your Account and must where possible provide MyPremo with appropriate evidence (including screenshots) demonstrating the unauthorised use. Once notified, MyPremo will reset your password and send a new password to the email address linked to your Account. MyPremo may, but is not obliged to, take any further action as it considers necessary, including suspending your Account

(without liability to you whatsoever) in order to prevent any activity on the Account whilst any suspected breach of security subsists.

- (e) Whilst MyPremo takes its security obligations seriously, you are responsible for all activities which occur in connection with your Account (regardless of whether you know about them). MyPremo is not liable for any Loss whatsoever that you may incur as a result of any unauthorised use of your Account.
- (f) Any access of the Platform or use of the Services which can be attributed to your Account will be considered to be the use of the Platform or Services by you unless you have previously notified MyPremo in writing of an unauthorised use of your Account or of any other breach of security associated with your Account and, at the relevant time, the breach has not been remedied by MyPremo as contemplated under clause 4(d).
- (g) To the maximum extent permitted by Law, you will be held responsible for any Losses incurred by MyPremo and its officers, employees, agents or Related Bodies Corporate, or by any third party, due to any unauthorised use of your Account.

5. **PRIVACY**

- (a) In order to provide certain Services, MyPremo needs full and accurate personal information about you. MyPremo will only use that information where MyPremo has a legal basis to do so.
- (b) MyPremo's Privacy Policy (**Privacy Policy**) contains provisions which explain the type of information collected by MyPremo, how MyPremo uses that information and your rights in connection with that information.
- (c) By accessing the Platform or using the Services, you will be deemed to have read and accepted the Privacy Policy (as amended from time to time).
- (d) MyPremo reserves the right, in its sole and absolute discretion (and without any obligation of notice to you), to amend the Privacy Policy from time to time. You agree that your continued use of the Platform or the Services after any such amendment to the Privacy Policy will be taken as your acceptance of the terms of the amended Privacy Policy.

6. **USE OF THE PLATFORM**

6.1 **Acknowledgements**

You acknowledge and agree that:

- (a) your use of the Platform and the Services (and your viewing of associated Content) is entirely at your own risk;
- (b) to the maximum extent permitted by Law, you hereby release MyPremo and any of its officers, employees, agents or Related Bodies Corporate from any and all Claims, liability and Losses which you may suffer or incur arising out of or resulting from, or relating in any way to your use of the Platform or the Services, including for negligence, inherent and unforeseen risks, injury or damage to persons or property and the actions of Users and other third parties, participants and spectators;
- (c) without limiting these Terms and Conditions, you agree that you are, to the maximum extent permitted by Law, liable for and must indemnify and keep indemnified MyPremo and any of its officers, employees, agents or Related Bodies Corporate against any and all Claims and Losses suffered by them (or any of

them) which are caused or contributed to by any breach or alleged breach by you of these Terms and Conditions;

- (d) if you feel threatened or bullied by any Content on the Platform or Websites, you may report this to MyPremo and/or the office of the eSafety Commissioner. The website for the Office of the eSafety Commissioner is located at <https://www.esafety.gov.au/>. This website also contains important information about the help and support that is available, as well as educational cyber safety resources for you; and
- (e) MyPremo reserves the right (but is under no obligation) to monitor the Platform and your use of the Services, including any associated Content transmitted, inputted, uploaded or viewed by you and MyPremo may, at its sole and absolute discretion, choose to modify or delete any material (including Content) that you transmit, input or upload on its Platform or Websites, or delete your Account and remove your access to the Platform and the Services if, in MyPremo's sole opinion, you are in breach any of these Terms and Conditions, or if the Content in question is otherwise in the opinion of MyPremo not appropriate for the Platform.

6.2 No Tampering

- (a) Neither you nor anyone having access to your Account may do, or attempt to do, any of the following:
 - (i) use the Services in a manner which is, in MyPremo's opinion, contrary in any way to these Terms and Conditions;
 - (ii) access or attempt to access sections of the Platform or Services which you are not authorised to access;
 - (iii) alter or tamper with any part of the Platform or the Services except as expressly authorised by MyPremo;
 - (iv) send unsolicited advertising, email or chain letters to other Users;
 - (v) use any automated means or interface including tracking software, robots, spiders or similar technological devices or programs not provided by MyPremo to access the Platform or the Services or to track other Users' usage of the Platform or the Services;
 - (vi) reverse engineer any aspect of the Platform or the Services or do anything to discover the source code, or to circumvent measures put in place by MyPremo to prevent or limit access to any area of the Platform or the Services;
 - (vii) send viruses, or any computer code, file or program to the Platform or the Services which is designed to, or has the effect of, destroying, interrupting or limiting the functionality of the Platform or the Services, or of any computer software or hardware, or other telecommunications equipment; or
 - (viii) do anything when accessing the Platform or the Services which is to the commercial disadvantage of MyPremo or is otherwise adverse to the business interests of MyPremo (or likely to be so).
- (b) MyPremo reserves the right to take any action which it deems reasonably necessary to detect, identify, prevent, or stop any conduct which, in MyPremo's opinion, constitutes (or has the potential to constitute) a prohibited use under this clause 6.2 or under any applicable Law (including any Law relating to copyright infringement), even if that conduct does not specifically violate any of these Terms and Conditions. This includes the right to immediately and without notice delete or remove any Content displayed on or

uploaded to the Platform, and the right to immediately and without notice cancel your Account. In such circumstances where your Account is terminated, any revenue you have earned but not yet been paid in connection with your transmitting, inputting or uploading of Content will be paid to you in accordance with clause 8.

6.3 User Obligations

(a) You agree to:

- (i) comply with all Laws which may be applicable to the use of the Platform or the Services, including copyright Laws (in relation to any Content you transmit, input or upload);
- (ii) report to MyPremo immediately if you become aware of, or see any Content transmitted, inputted or uploaded by, any User that is in breach of these Terms and Conditions;
- (iii) report any Content which contains bullying, violence or otherwise prohibited material;
- (iv) responsibly report any Content which involves an emergency situation, including terrorism and/or a situation which creates a danger of imminent harm to persons; and
- (v) adhere to generally accepted rules of community etiquette and standards of behaviour in your use of the Platform and the Services, transmitting, inputting or uploading of Content on the Platform and interactions with MyPremo, other Users or third parties via the Platform or the Services.

(b) You must not:

- (i) make available or publish Content containing any unlawful or inappropriate content;
- (ii) submit inaccurate, misleading or inappropriate Content, including data submissions, edits or requests;
- (iii) use or encourage or enable any other party to use the Platform or Services to violate any applicable Law as outlined in these Terms and Conditions;
- (iv) use the Platform or the Services to discriminate against, spam, harass, stalk or otherwise inappropriately communicate with other Users;
- (v) use or misuse the Platform or the Services in any way which may impair the Platform, the Services or the systems used to deliver the Platform or Services;
- (vi) interfere with any other person's use of and enjoyment of the Platform or Services;
- (vii) attempt to gain unauthorised access to any materials, information or Content (other than those to which you have been given express permission to access), or the computer systems on which the Platform or the Services are hosted;
- (viii) transmit, or input or upload onto the Platform, any files that may damage any other person's computing devices or software, Content that may be illegal or otherwise offensive, or material or data in violation of any Law (including data or other material protected by copyright or trade secrets which you do not have the right to use); or
- (ix) obtain or attempt to obtain any materials, information or Content of MyPremo and its Related Bodies Corporate through any means not intentionally made available through the Platform or the Services.

- (c) The Content that you transmit, input or upload on the Platform, and the username that you use to register your Account, must not contain:
- (i) violence or depictions of violence (including graphical or animated violence);
 - (ii) threatening or bullying, or pictures that have the effect of teasing or bullying someone else;
 - (iii) signs, gestures or actions (including signs, gestures or actions which are depicted through emoticons, videos, sounds, or animated GIF files) that are discriminatory, racially vilifying, intimidating, inciteful or hateful;
 - (iv) personal details, including full names, addresses, phone numbers or email addresses, whether they are your personal details or somebody else's;
 - (v) confidential information of any other person, such as credit card details or account information, whether your own or somebody else's;
 - (vi) any form of advertising such as tobacco or alcohol advertising which may breach any applicable advertising Law;
 - (vii) misleading or deceptive content, or content which is likely to mislead or deceive; or
 - (viii) any website links or URLs, especially those that show content which would contravene these Terms and Conditions if transmitted, inputted or uploaded on the Platform.
- (d) Without limiting these Terms and Conditions and to the maximum extent permitted by Law, you:
- (i) are liable for and must indemnify and keep indemnified MyPremo and its Related Bodies Corporate against any and all Claims, liability and Losses incurred by MyPremo and its officers, employees, agents and Related Bodies Corporate; and
 - (ii) release and discharge MyPremo and its officers, employees, agents and Related Bodies Corporate from all Claims which you had, have or may but for the operation of this clause have had against MyPremo and its officers, employees, agents or Related Bodies Corporate,
- which are caused by or contributed to or in any way connected with any breach of this clause 6.3 or as a result of Content you transmit, input or upload on the Platform.
- (e) If you make a report to us regarding any Content on the Platform, MyPremo will use its best endeavours to investigate the reported Content as soon as practicable. MyPremo may take any action it deems necessary in its absolute discretion, including to report the Content to law enforcement authorities.

7. INTELLECTUAL PROPERTY

7.1 User Content

- (a) Any Content that you transmit, input or upload on the Platform may be subject to Australian and international copyright Laws. Photos or videos not taken by you, music that is not composed or written by you, or text that is not written by you may be owned by somebody else, and they may have copyright over such photo, video, music or text. Accordingly, you must not transmit, input or upload any Content that is not written or otherwise created by you or which you otherwise do not have express permission from its creator to use.
- (b) You warrant that you own, or otherwise have, all necessary licences or permissions to use the Content that you transmit, input or upload on the Platform including any pictures, videos, sound recordings, musical works and all other copyrightable works (or subject matter other than works) transmitted, inputted or uploaded on the Platform by you. If such Content is a work of joint authorship, you must obtain the written consent from the joint author(s) of the work to transmit, input or upload it on the

Platform.

- (c) In order to allow MyPremo to display your Content on the Platform, you agree to grant MyPremo and its Related Bodies Corporate a worldwide, perpetual, non-exclusive, sub-licensable, irrevocable, transferrable, licence-fee free and royalty free licence to use and reproduce the Content on any sub-page within the Platform or otherwise at MyPremo's entire discretion (including for any marketing purposes), and you warrant that there are no legal or equitable impediments to you granting MyPremo and its Related Bodies Corporate this licence.
- (d) Where there are moral rights in accordance with any applicable Law subsisting in relation to Content created or transmitted, inputted or uploaded by you, you grant your consent, and warrant that you have procured the consent of all other joint author(s), to allow MyPremo and its Related Bodies Corporate to exploit all intellectual property rights in Content transmitted, inputted or uploaded by you at MyPremo's entire discretion, even where such use may amount to an infringement of the author's (or authors') moral rights.
- (e) Where you are viewing another User's Content, you acknowledge and agree that:
 - (i) access to such Content will only be able to be accessed by a unique link promoted by or on behalf of the User transmitting, inputting or uploading the Content (and you agree not to attempt to access that Content through any other means); and
 - (ii) MyPremo is not responsible for that Content being published on the Platform. MyPremo will use its best endeavours to ensure all Content on the Platform is appropriate and complies with these Terms and Conditions (and in that regard MyPremo reserves the right to monitor all Content on the Platform), however you otherwise agree that MyPremo will not be liable in any way for any Content transmitted, inputted or uploaded on the Platform by other Users and you expressly release MyPremo from any such liability (to the extent any such release is legally necessary).
- (f) MyPremo reserves the right to disclose any Content or details about the use of the Platform or the Services by any User in connection with any request or investigation of a law enforcement or government agency.

7.2 Our Content

- (a) All Content in relation to the Platform itself, including the text, graphics, and photos created by and for MyPremo, and MyPremo's name, logo and trade marks (whether registered or unregistered), as well as the 'look and feel' of the Platform, including its structure, sequence and organisation (**Our Content**) are owned by or licensed to MyPremo, and are subject to copyright and other intellectual property rights under Australian and foreign Laws and international conventions.
- (b) Our Content is provided to you 'as is' for your information and personal use only and may not be used for any other purpose whatsoever without MyPremo's prior written consent or as expressly permitted herein. MyPremo makes no representation or warranty as to the truth, accuracy, currency or completeness of any information contained in Our Content.
- (c) MyPremo reserves all its rights at Law and in equity in connection with Our Content. The Platform and the Services, whether in whole or in part, may not be reproduced, copied, stored or downloaded, and you may not publish, sell, let, hire, or offer to sell, let or hire any part of the Platform, the Services or any Content transmitted, inputted or uploaded therein to any person.
- (d) You must not do or participate or assist in, or cause, procure, authorise or allow any third party to do, participate or assist in, anything designed to:
 - (i) discover, or which has the effect of discovering, the design, composition, construction methods, structure, source code, object code or otherwise to reverse engineer any part of the Platform or the Services; or
 - (ii) infringe, or which has the effect of infringing, any of MyPremo's intellectual property rights

generally.

- (e) You must not at any time challenge or oppose, or cause, procure, authorise, allow or assist any third party to challenge or oppose, MyPremo's exclusive ownership of any intellectual property rights in the Platform or the Services.
- (f) From time to time, you may contact MyPremo with any suggestion, comment, feedback or request that you may have in relation to the Platform or the Services. By doing so, you acknowledge that the intellectual property rights in any alteration or modification to the Platform or Services made as a result of a suggestion, comment, feedback or request that you have made, will immediately become Our Content and belong to MyPremo and you will have no right, title or interest in connection with such alterations or modifications (including any rights to compensation of any kind whatsoever).
- (g) You agree not to use any of Our Content other than as expressly permitted under these Terms and Conditions. If you download or print a copy of Our Content for your personal use, or use which is expressly permitted by Law, you must retain all copyright and other proprietary legal notices contained in Our Content.

7.3 Open Source Content

- (a) The Platform may include or rely upon open source software, codes, modules or languages (**Open Source Content**). Any and all Open Source Content used by MyPremo is governed by the relevant open source licences.
- (b) If you use the Platform or the Services in a manner that is not permitted under these Terms and Conditions, MyPremo cannot warrant that such use by you in that manner will be permitted under any relevant open source licensing regimes. You agree to indemnify and hold MyPremo and its officers, employees, agent and Related Bodies Corporate harmless from and against any and all Claims, liability and Losses incurred as a result of your use of the Platform or the Services in a manner not permitted under these Terms and Conditions.

8. PAYMENT TO USERS FOR CONTENT

- (a) You acknowledge and agree that, where you transmit, input or upload Content on the Platform, that Content may be viewed by other Users.
- (b) You may, through the Services, have the ability to provide to third parties and other Users a unique URL link (either directly or through other communications) which, when clicked by that third party or other User, will direct them to the transmitted, inputted or uploaded Content. In such circumstances, the third party or other User may be required to view or interact with Advertisements displayed or pay a ticket price prior to being able to view the Content.
- (c) MyPremo will have sole and absolute discretion as to the content of, and number of, Advertisements which may be required to be viewed by a third party or User prior to being able to access any Content you have transmitted, inputted or uploaded on the Platform and linked for viewing. MyPremo may agree with third party advertisers to publish these Advertisements on such commercial terms as MyPremo (in its absolute discretion) deems fit.
- (d) MyPremo will, on a monthly basis, reconcile all revenue which is generated by, and directly attributable to, the Advertisements which appear on the unique URL link (provided to you under clause 8(a)) and which must be viewed immediately prior to a User being able to view Content you have transmitted, inputted or uploaded onto the Platform (**Content Revenue**). MyPremo agrees to pay you 50% of all of the Content Revenue which has been received by MyPremo in cleared funds from applicable third party advertisers (with such payment to be made into the PayPal account linked to Account as soon as reasonably practicable after the monthly reconciliation or receipt of the Content Revenue in cleared funds by MyPremo, whichever is later).
- (e) MyPremo will, on a monthly basis, reconcile all revenue which is generated by, and directly attributable to, the Ticket Sales for each unique URL link (provided to you under clause 8(a)) and which must be viewed

immediately prior to a User being able to view Content you have transmitted, inputted or uploaded onto the Platform (**Ticket Revenue**). MyPremo agrees to pay you 80% of all of the Ticket Revenue which has been received by MyPremo in cleared funds from applicable third party payment providers (with such payment to be made into the PayPal account linked to Account as soon as reasonably practicable after the monthly reconciliation or receipt of the ticket Revenue in cleared funds by MyPremo, whichever is later).

9. INDEMNITY

- (a) To the maximum extent permitted by Law, you agree to indemnify MyPremo and its officers, employees, agents and Related Bodies Corporate against any and all Claims, liability and Losses which may be incurred as a result of, or in connection with (without limitation) any:
 - (i) breach or alleged breach of these Terms and Conditions;
 - (ii) intellectual property infringement;
 - (iii) breach of privacy; and/or
 - (iv) violation of any Law;
 by you or any party on your behalf.
- (b) In addition to clause 9(a), you release and discharge MyPremo and its Related Bodies Corporate to the maximum extent permitted by Law from all Claims which you had, have or may but for the operation of this clause have had against MyPremo or its Related Bodies Corporate in connection with these Terms and Conditions, the Platform or the Services.
- (c) Any failure or delay in or by MyPremo in enforcing any part of these Terms and Conditions is not to be construed as a waiver of MyPremo's rights. Any waiver of MyPremo's rights must be given in writing, in which case it will relate only to the rights expressed to be waived and will not be deemed to constitute a future waiver of those or any other rights.
- (d) You acknowledge this clause 9 continues in force notwithstanding your cessation of use of the Platform and the Services (including after the cancellation or termination of your Account).

10. LIMITATION OF LIABILITY

- (a) Notwithstanding any other provision in these Terms and Conditions, MyPremo and its officers, employees, agents and Related Bodies Corporate will to the greatest extent permitted by Law not be liable for any Loss or damage of any kind or other economic losses in contract, tort (including negligence), under any statute or otherwise, arising out of or in any way connected to the Platform, the Services or any Content.
- (b) MyPremo makes no warranty in relation to the truth, accuracy, completeness or currency of any information appearing on the Platform from time to time, and does not endorse (and will not be deemed to have endorsed) any Content other than Our Content.
- (c) MyPremo will use reasonable endeavours to ensure that the Platform and Services are operational at all times. However, MyPremo gives no warranties whatsoever that the Platform or Services will be fully functional and free of errors, bugs or viruses. Accordingly, you agree that MyPremo will not be held liable for any delay, disruption or interruption in your access to the Platform or Services. You further agree that MyPremo will not be liable for any Losses or liability which may be incurred as a result of, or in connection with, or in relation to any loss of functionality of the Platform or Services, or any errors, bugs or viruses, whether or not there is any resultant destruction, interruption or damage to your electronic device from which the Platform or Services are accessed.
- (d) MyPremo and its officers, employees, agents and Related Bodies Corporate may plead this clause 10 as a complete defence to any action, proceeding or suit which may be taken or commenced by a User or on

their behalf arising out of the matters referred to in these Terms and Conditions and, until this clause 10 is set aside by a final order of a Court, the User must consent to an order staying such action, suit or proceeding.

11. OTHER SOCIAL MEDIA PLATFORMS

- (a) You acknowledge and agree that MyPremo does not have any affiliation with any other social media platform. This includes Facebook, Instagram, Twitter, Snapchat and TikTok.
- (b) You acknowledge and agree that:
 - (i) your use of the Platform and Services, including your transmitting, inputting, uploading and viewing of, and interaction with, Content, is done entirely at your own risk; and
 - (ii) MyPremo will not be liable for any Loss or damage of any nature (financial or otherwise) which you suffer, whether directly or indirectly, as a result of any account you hold with another social media platform being closed, suspended or impaired due to your use of the Platform or Services or your transmitting, inputting or uploading of Content.

12. DISPUTE RESOLUTION

- (a) This clause relates to any dispute with MyPremo in relation to these Terms and Conditions or MyPremo's enforcement of these Terms and Conditions (**Dispute**). You agree to abide by the terms of this clause as regards any such Dispute.
- (b) If you have any Dispute you must:
 - (i) notify MyPremo of the Dispute as soon as practicable and by all reasonable means, including by email to support@mypremo.com (**Notification of Dispute**); and
 - (ii) co-operate with MyPremo or MyPremo's authorised representative to resolve the Dispute.
- (c) During the period of 60 days after MyPremo receives your Notification of Dispute, you and MyPremo will use best endeavours to attempt to resolve the Dispute by negotiation.
- (d) If the Dispute is not satisfactorily resolved by negotiation between you and MyPremo after the 60 day period referred to in clause 12(c) above (or, where both you and MyPremo agree to a longer period, that longer period), either you or MyPremo may refer the Dispute to mediation, in accordance with the ADC Guidelines for Commercial Mediation published by the Australian Disputes Centre (**ADC**) in force at the time, to a mediator agreed upon by you and MyPremo (or if such agreement cannot be reached, a mediator appointed by the ADC), and with such mediation to be held in Perth, Western Australia (and with Western Australian law applying in respect of the mediation).
- (e) You and MyPremo agree that the mediation shall continue until:
 - (i) the Dispute is resolved; or
 - (ii) there is a determination by the mediator that the Dispute is unlikely to be resolved through mediation.
- (f) Each party shall bear its own costs in relation to the resolution of the Dispute. The costs of the mediation in accordance with clause 12(d) above will be borne equally between both parties.
- (g) During the Dispute, these Terms and Conditions will remain in full force and effect.
- (h) Neither party may commence any arbitration or court proceedings without first complying with this clause 12, provided that nothing in this clause 12 denies MyPremo the right to seek urgent interlocutory relief (including an injunction) from an appropriate court in relation to any Dispute arising under these Terms and Conditions.

13. AMENDMENT OF TERMS AND CONDITIONS

- (a) MyPremo reserves the right, in its sole discretion, to amend these Terms and Conditions at any time, in which case those amended Terms and Conditions shall be immediately binding and will supersede the previous iteration of these Terms and Conditions on and from that time. MyPremo will use reasonable endeavours to notify you of any updates or changes to these Terms and Conditions (but you agree and acknowledge that it is not obliged to do so).
- (b) For the purposes of clause 13(a) above, you agree and acknowledge that you will be deemed to have been notified of any amendments to these Terms and Conditions once MyPremo has posted them here or notified you by email (to your email address contemplated in clause 13(c) below). You agree that your continued use of the Platform or the Services after MyPremo makes any amendment to the Terms and Conditions will be taken as your acceptance of those amended Terms and Conditions.
- (c) If MyPremo needs to notify you about any aspect of these Terms and Conditions or changes thereto, it will do so using the current email address linked to your Account (and you are taken to have consented to MyPremo contacting you in this way). If you wish to withdraw this consent you may do so by contacting us at support@mypremo.com, however if you wish to continue receiving such notifications from MyPremo you must provide an alternative valid and active email address. You otherwise agree that MyPremo will not be liable if you have withdrawn such consent and not provided an alternative email address (which will prevent MyPremo from being able to contact you).
- (d) It is your sole responsibility to check periodically for any amendments to these Terms and Conditions. If you do not agree with the amended Terms and Conditions, you must immediately stop using the Platform and the Services and you should cancel your Account.
- (e) Notwithstanding clause 12(b) above, where you notify MyPremo of a Dispute in accordance with clause 12 above, any amendments made to these Terms and Conditions after you have notified MyPremo of the Dispute will (to the extent they relate to the Dispute) not apply to you until the Dispute has been resolved.

14. SUSPENSION AND CANCELLATION OF ACCOUNT

- (a) MyPremo reserves the right to suspend your Account at any time and for any breach of these Terms and Conditions or any alleged such breach (pending investigation), or to otherwise prohibit you (either temporarily or permanently) from accessing all or particular parts of the Platform or the Services.
- (b) At the conclusion of an investigation into any alleged breach of these Terms and Conditions by you, MyPremo may in its sole and absolute discretion:
 - (i) reactivate your Account;
 - (ii) temporarily suspend your account; or
 - (iii) permanently cancel your Account in accordance with the remainder of this clause 14.
- (c) MyPremo reserves the right to cancel your Account at any time and for any breach of these Terms and Conditions. If MyPremo cancels your Account, you may not, under any circumstances, register a new Account without prior written consent and approval from MyPremo.
- (d) MyPremo may cancel your Account at any time if, in MyPremo's reasonable opinion, your Account has remained inactive for a period greater than 12 consecutive months.
- (e) Subject to clause 9, you have the right to terminate these Terms and Conditions, at any time for any reason whatsoever by cancelling your Account.
- (f) If you wish to cancel your Account, you may contact MyPremo by email at support@mypremo.com and MyPremo will endeavour to cancel your Account as soon as practicable. Please note that any Content that you have transmitted, inputted or uploaded may potentially remain accessible to others after your Account has been cancelled.

- (g) If MyPremo cancels your Account in accordance with clause 14(a) above, you will no longer have access to your Account, and you will no longer be authorised to use certain parts of the Platform or Services.
- (h) To the maximum extent permitted by Law, MyPremo is not liable for any Losses of any kind suffered by you in connection with or arising from the suspension or cancellation of your Account or the restriction of your ability to access the Platform or the Services in part or in full (including where such suspension or cancellation prevents you from producing, transmitting, inputting or uploading Content).

15. GOVERNING LAW

These Terms and Conditions are governed by the Laws of Western Australia. You agree to submit to the exclusive jurisdiction of the courts of Western Australia for all matters arising in connection with these Terms and Conditions.

16. SEVERANCE

If any part of these Terms and Conditions is, or becomes, void or unenforceable, that part is, or will be, severed from these Terms and Conditions so that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

17. ASSIGNMENT

MyPremo's rights and obligations under these Terms and Conditions may be transferred or assigned at any time at MyPremo's absolute and sole discretion.

18. INTERPRETATION

- (a) Headings in these Terms and Conditions are provided for convenience only and do not form part of these Terms and Conditions or affect its interpretation.
- (b) A clause in these Terms and Conditions must not be construed to the disadvantage of MyPremo merely because MyPremo was responsible for the preparation of these Terms and Conditions or any amendments thereto.
- (c) In these Terms and Conditions, "including" and similar expressions are not words of limitation.
- (d) Each of these Terms and Conditions which, expressly or by its nature, survives termination of these Terms and Conditions shall remain fully enforceable notwithstanding such termination.