

Terms of Use

By using this website ("the Website"), you indicate that you accept the following Terms of Use, and agree to be bound by them.

Information on the Website

The information provided on the Website is for informational purposes only and does not create a business or professional services relationship between you and Pen and Pixel Pty Ltd. The information on the Website is provided "as is" and is subject to change without notice. No representation or warranty, express or implied, is made in relation to the accuracy or completeness of the information expressed in the Website. While the information is provided in good faith, to the maximum extent permitted by law, Pen and Pixel Pty Ltd and its Associated Entities exclude any liability in relation to the accuracy, completeness or timeliness of the information.

Links

The Website may contain links to websites. Pen and Pixel Pty Ltd provide such links for your convenience only, and have not tested any software or verified any information found on such sites. The fact that the Website has provided a link to a website does not signify an endorsement of the site or its contents by Pen and Pixel Pty Ltd. You access such links and linked sites at your own risk.

Restrictions on use

You are permitted to use the Website for your own personal use. Pen and Pixel Pty Ltd is either the owner or licensed user of the intellectual property in the Website and the content delivered to you via the Website. You acknowledge that the Website contains third party software and third party content. You must not copy, reproduce, adapt, exploit, issue or broadcast this material without the prior written consent of Pen and Pixel Pty Ltd. You must not transmit, or attempt to transmit, any data, code or other material of any kind to or via the Website which contains a virus or other harmful component.

You agree that you may not (a) rent, lease, loan, license, sublicense, distribute, transfer, publish, display, disclose, or permit access to the Website (including all software and content contained in or accessible via the Website), except to the extent you are explicitly authorized to do so under these Terms; (b) copy, reproduce, modify, change, alter or update the Website or any part thereof; (c) access, reverse engineer, decompile, translate, adapt, disassemble, decrypt

or otherwise use any process to discover the source code of any software contained in the Website; (d) use a proxy server or any other technology to intercept, store or divert any output of the Website; (e) remove, alter or modify any identifying mark, copyright, or other proprietary notice of Pen and Pixel Pty Ltd or its licensors from the Website.

Data Usage

Not all broadband plans are suitable for you to stream content. To stream video via the Website you need a minimum speed of 3Mbps. You are responsible for checking with your internet service provider as to whether your plan is suitable.

You are responsible for paying for your personal broadband connection, including any data charges.

The content you stream via the Website may be metered by your internet service provider, and counted towards any usage allowance you have and/or be charged to you by your provider.

Streaming quality varies depending on broadband connection speed. The Website uses an adaptive bitrate system that automatically adjusts the quality of the stream based on the device capability and quality of your broadband connection to start the streams as quickly as possible and to minimize buffering to the extent possible in the context of all the various broadband plans our customers have. However, we are not responsible for buffering which may occur if your broadband plan is not suitable (ie: does not have the minimum speed of 3Mbps).

Advertising

You acknowledge that there may be advertising displayed as part of the Website, providing you information regarding products and services. This advertising may be in the form of display advertising on the Website, and/ or pre-roll advertising (which appears before you start watching content), and/ or mid-roll advertising (which appears during your viewing of the content).

Limitation of liability

Except as expressly set forth herein, you expressly acknowledge that the Website is provided 'as is' and any download of or use by you of the Website is at your own risk.

To the maximum extent permitted by law, in no event will Pen and Pixel Pty Ltd nor its third party licensors be liable for any loss or damage, including without limitation direct or indirect,

special, incidental, or consequential damages, losses or expenses arising in connection with the Website, any linked site, the downloading of any software or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Pen and Pixel Pty Ltd or its Associated Entities are advised of the possibility of such damages, losses or expenses.

Nothing in these Terms removes or limits any rights that you have under existing laws or regulations and codes, including under Schedule 2 of the Consumer and Competition Act 2010 (Cth) (“Australian Consumer Law”) and the various State and Territory fair trading laws, including for example that the services provided under these Terms are provided with due care and skill and the goods are fit for the purpose for which they are supplied and are of merchantable quality.

To the maximum extent permitted by law, all other terms, conditions and warranties, whether express or implied are expressly excluded. To the maximum extent permitted by law, liability under any condition or warranty which cannot be legally excluded is limited at Pen and Pixel Pty Ltd’s option to replacement or resupply of goods or services or payment for the same.

Privacy

Pen and Pixel Pty Ltd are collecting your personal information for the purpose of establishing and administering your access to the Website (along with any future service we provide and which requires logging in), providing you information, facilitating our supply of goods and/ or services to you (where applicable) and for the purpose of understanding our audiences. If you use your Facebook ID or Google ID to log into this Website, you also consent to us collecting your personal information (such as your public profile including name and email address) from Facebook or Google (as applicable) for these purposes. Pen and Pixel Pty Ltd will otherwise handle your personal information in accordance with Pen and Pixel Pty Ltd’s Privacy Policy which is available at www.penandpixel.org/privacy (and which contains information regarding how you can access your personal information, correct it and/ or make a complaint about our handling of your personal information). By logging in, and where you elect to provide us with additional information about you and your interests from time to time, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Pen and Pixel Pty Ltd may disclose your personal information to its related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to your relationship with Pen and Pixel Pty Ltd. In addition, by logging in to access the service on the Website, and where you elect to provide us with additional information about you and your interests from time to time, you consent to Pen and Pixel Pty Ltd using your personal information for the purpose of Pen and Pixel Pty Ltd and its related entities sending you

information regarding programs, products and services available through them and/ or through their business partners. We will always provide you with the ability to opt out of those communications.

You also agree that we may use proprietary measurement software in the Website which will allow users to contribute to market research or audience ratings services.

Amendments

From time to time Pen and Pixel Pty Ltd may make amendments to these Terms of Use. We will notify you about such amendments by posting an updated version on the Website.

Jurisdiction

The Website is not intended for use by any entity or person in any country or jurisdiction where such distribution or use would be contrary to that country's or jurisdiction's laws or regulations. Where distribution or use of a specific page or information on the Website would contravene local laws or regulations in any jurisdiction or country, those pages or information are deemed to be deleted for the purposes of use in that country or jurisdiction.

Governing law

These Terms of Use are governed by and construed in accordance with the laws in force in New South Wales, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales.