

# “In-Site” Terms and Conditions

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Following are the Terms & Conditions for the use of the “In-Site” Application. “In-Site” may be accessed in several ways, including but not limited to the web, iTunes, Google Play, Windows 8, PDAs, mobile phones and the following terms & conditions will apply whenever and however you access “In-Site”.

## Use of “In-Site”

Blitz Publications & Multi Media Group Pty Ltd is the owner and operator of “In-Site”. By downloading and using the “In-Site” application, you (“the User/s”) agree to be bound by the Terms & Conditions, which may be subject to change from time to time at Blitz Publications & Multi Media Group Pty Ltd’s sole discretion. Downloading, use of and access to the “In-Site” application indicates acceptance of the Terms & Conditions in place at the time of use.

## Terms of Use

The terms and conditions set out in this document form a legally binding agreement between the user and Blitz Publications & Multi Media Group Pty Ltd. This agreement is in relation to your access and use of Blitz Publications & Multi Media Group Pty Ltd’s services, products, software and “In-Site” application, (excluding any services provided to you by Blitz Publications & Multi Media Group Pty Ltd under a separate written agreement).

Blitz Publications & Multi Media Group Pty Ltd, “we” or “us” means Blitz Publications & Multi Media Group Pty Ltd ABN 33 083 149 286 of 1 Miles Street, Mulgrave, Victoria, Australia. This legal agreement is referred to below as the “Terms”.

The Terms apply to your use of the “In-Site” application as outlined (without limitation) below in the Description of Service (referred to collectively as the “Services” in this document).

### **1. Acceptance of Terms**

Blitz Publications & Multi Media Group Pty Ltd provides the “In-Site” application to you, subject to the following Terms of Service (“Terms”). These Terms may be updated by Blitz Publications & Multi Media Group Pty Ltd from time to time without notice to the user. In addition, when using the “In-Site” application, the user shall be bound to any related guidelines or rules applicable to the execution of the application and these guidelines or rules may be posted on “In-Site” from time to time. All such guidelines or rules are hereby incorporated by reference in these Terms.

These Terms govern your access to and use of the “In-Site” application and will be effective as of the date and time you download this application from any source.

By downloading the “In-Site” application you represent and warrant that:

- a. you have full legal authority to bind yourself to these Terms;
- b. that you have read and understand the Terms; and
- c. you agree to these Terms.

If you do not have legal authority to bind yourself to these Terms, please do not download this application and register its use.

By downloading this application, you agree to abide by the terms and guidelines of the download source (e.g. the Apple® App Store, Google Play etc).

### **2. Description of Application**

“In-Site” is an application designed and produced by Blitz Publications & Multi Media Group Pty Ltd to broaden the user’s experience of our print magazine and to provide users with a more interactive and captivating experience.

The “In-Site” application is available to download from iTunes and Google Play and is able to be used on Windows 8, Personal Digital Assistant (PDA’s), mobile phones and tablets.

### **3. Modifications**

#### **To the Application:**

Blitz Publications & Multi Media Group Pty Ltd shall have the right to change, suspend or discontinue any aspect of the Application at any time, without notice. If Blitz Publications & Multi Media Group Pty Ltd makes a material change to the Application, Blitz Publications & Multi Media Group Pty Ltd may inform you of such changes at a time relevant to the changes being required for the application. It is possible that you may need to upgrade your application via iTunes or Google Play, any costs associated with any such upgrade will be your responsibility.

#### **To these Terms and Conditions:**

Blitz Publications & Multi Media Group Pty Ltd reserves the right to modify or change these Terms and Conditions or any policy governing the Application, at any time, by posting the new terms and conditions of Service at <http://www.insiteapp.com.au/terms-conditions> or such URL as Blitz Publications & Multi Media Group Pty Ltd may provide. It is your responsibility to regularly review any updates to these Terms and Conditions and you agree that if you access or use the Application after the date on which the Terms have changed, Blitz Publications & Multi Media Group Pty Ltd will treat this as your acceptance of the updated Terms.

#### 4. Privacy

##### **Blitz Publications & Multi Media Group Pty Ltd**

For information about Blitz Publications & Multi Media Group Pty Ltd practices regarding the protection of data and your privacy, please read the Blitz Publications & Multi Media Group Pty Ltd Privacy Policy at <http://www.blitzpublications.com.au/privacy-policy>. The Policy explains how Blitz Publications & Multi Media Group Pty Ltd treats your personal information, and protects your privacy, when you access or use the Application.

You agree to the use of your personal information and data in accordance with Blitz Publications & Multi Media Group Pty Ltd's Privacy Policy.

You agree that you are solely responsible for (and that Blitz Publications & Multi Media Group Pty Ltd has no responsibility to you or any third party for):

- a. all data that you submit or store, or that is generated, in the course of your use of the Services (referred to as "Your Data" below); and
- b. backing up Your Data, and the consequences (including any loss or damage you may suffer) of you failing to do so.

##### **Itunes and Google Play**

The "In-Site" service as offered by Blitz Publications & Multi Media Group Pty Ltd is available for download from iTunes and Google Play and therefore the collection, use and disclosure of personal information collected in connection with the download of this application is governed by these organisations respective Privacy Policies. Please see iTunes and Google Play for location of their respective Privacy Policy's.

#### 5. Password / Confidential Information & Security

If you provide any password and/or confidential material in connection with your use of the "In-Site" application, then you are responsible for maintaining the confidentiality of such password and/or confidential material. You understand that you are fully responsible for all activities that occur under your account and agree to immediately notify Blitz Publications & Multi Media Group Pty Ltd, iTunes and Google Play of any unauthorised use of your password or account or any other breach or security

It is your responsibility to ensure that you correctly log out of your account at the end of each session of use of the "In-Site" application. Blitz Publications & Multi Media Group Pty Ltd cannot and will not be liable for any loss or damage suffered arising from your failure to comply with this requirement.

#### 6. Facilities and Data Transfer

All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Blitz Publications & Multi Media Group Pty Ltd stores and processes its own information of a similar type. Blitz Publications & Multi Media Group Pty Ltd and its partners have implemented at least industry standard systems and procedures to ensure that the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data. As part of providing the Application to you, Blitz Publications & Multi Media Group Pty Ltd may transfer, store and process Customer Data in Australia or any other country in which Blitz Publications & Multi Media Group Pty Ltd or its agents and/or affiliates maintain facilities. By using this service, you consent to this transfer, processing and transfer of Data.

#### 7. Provision of Services

Whilst Blitz Publications & Multi Media Group Pty Ltd and other Service Providers will use all reasonable endeavours to ensure that the "In-Site" application is accessible at all times, Blitz Publications & Multi Media Group Pty Ltd cannot guarantee that this will be case. Blitz Publications & Multi Media Group Pty Ltd will use all reasonable endeavours to post a notice on the web if they have prior notice of any maintenance that is expected to result in the application being unavailable.

Blitz Publications & Multi Media Group Pty Ltd will also use all its reasonable endeavours to post a notice on the web notifying users of any such outage to the "In-Site" application. Blitz Publications & Multi Media Group Pty Ltd is not responsible for any problems associated with the use of the public internet or of the individual user's telecommunications / data carrier.

The "In-Site" application is designed for use only with certain devices and requires certain functionality to be enabled in order to properly function. Details of these requirements are specified on the "Frequently Asked Questions / FAQ's" page on the In-Site website - <http://www.insiteapp.com.au/faqs>. These requirements may change over time to reflect evolving technologies. Blitz Publications & Multi Media Group Pty Ltd will endeavour to provide you with reasonable notice of any such changes.

While Blitz Publications & Multi Media Group Pty Ltd endeavours to ensure that the application is free from viruses and other harmful code, you are responsible for taking appropriate steps (including but not limited to updating the "In-Site" application) to protect your device and ensure that the "In-Site" application is being utilised to its intended purpose.

In some instances, there may be material which is provided for particular users (i.e. users of a particular age group etc). In these instances, users will be required to confirm and verify their personal information in order to gain access to such content. It is the responsibility of the user to ensure that they at all times provide true and accurate information regarding their personal information (including but not limited to data relating to age).

The Promoter is neither responsible nor liable for any loss or damage suffered in the event that a user untruthfully provides information that provides them access to material not intended for their access.

## 8. Users Conduct

You agree to use the "In-Site" application only for the purposes permitted by the terms and any applicable laws, regulations or generally accepted practices or guidelines.

You agree not to access (or attempt to access) the "In-Site" application by any means other than through those approved by Blitz Publications & Multi Media Group Pty Ltd, unless you have been authorised to do so in a separate written agreement with Blitz Publications & Multi Media Group Pty Ltd.

You agree that you will not engage in any activity that interferes with or disrupts the "In-Site" application.

You agree that you will not reproduce, duplicate, distribute, sell, trade or resell the "In-Site" application (in part or as a whole) for any purpose.

## 9. Copyright

You agree to assign all copyright in the content uploaded by you to Blitz Publications & Multi Media Group Pty Ltd, throughout the world, for all purposes, including but not limited to publication in:

- a. a newspaper, magazine or similar periodical,
- b. a hard copy book;
- c. any electronic, digital and/ or online reproduction;
- d. broadcasting the works, and
- e. causing the works to be transmitted to subscribers to a diffusion service.

By downloading "In-Site" you agree to **not** use the application to:

- a. upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way whatsoever;
- c. impersonate any person or entity, including but not limited to a Blitz Publications & Multi Media Group Pty Ltd official forum leader, guide or host, service provider, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. break any laws within the state and/or territory in which the "In-Site" application is being used;
- e. commercialise the use of the downloaded content. For the removal of doubt – all content is provided only for personal use.

## 10. Cost of Application

The "In-Site" application is a free application download offered by Blitz Publications & Multi Media Group Pty Ltd and available from the web, iTunes and Google Play, subject to the terms of use of each Application store.

The cost associated with any data download is as per the user's data plan with the telecommunications provider of the device they are using the "In-Site" application on. Standard data rates apply. For any queries related to costs of data downloads please contact your telecommunications service provider.

Whilst Blitz Publications & Multi Media Group Pty Ltd will endeavour to optimise file sizes to ensure the lowest bandwidth possible, the application has been designed in a way that also extends and heightens the reader's experience. Blitz Publications & Multi Media Group Pty Ltd cannot guarantee an acceptable usage of data if subject to overuse.

Costs associated with updating the "In-Site" application are subject to the policies outlined by iTunes and Google Play.

All e-commerce transactions conducted through the "In-Site" application will be handled on the property of the supplier which you connect with to make your transaction. Alternatively, the standard browser may open within the "In-Site" application and take the user directly to the supplier's website. In either circumstance, the e-commerce transaction is governed by the standard business guidelines of the supplier.

## 11. Content in the Application

- a. You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials ("Content"), whether publically posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. Blitz Publications & Multi Media Group Pty Ltd may not always control the material surrounding Content posted by the user via the application and, as such, does not guarantee the accuracy, integrity or quality of any Content it does not Control. You understand that by using the application, you may be exposed to Content that may be offensive, indecent or objectionable. Under no circumstances will Blitz Publications & Multi Media Group Pty Ltd be liable in any way for any Content including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the application.

- b. You should be aware that Content presented to you as part of the "In-Site" application may be protected by intellectual property rights that are owned by other users of the "In-Site" service, or by sponsors or advertisers who provide the Content to Blitz Publications & Multi Media Group Pty Ltd for inclusion in the "In-Site" service. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you are specifically authorised under a separate written agreement with Blitz Publications & Multi Media Group Pty Ltd or the owner of the Content.
- c. You understand that by using the "In-Site" application, you may be exposed to Content that you may find offensive, indecent or objectionable, and that, in this respect, you use the "In-Site" application at your own risk. Blitz Publications & Multi Media Group Pty Ltd reserves the right (but has no obligation) to review, flag, filter, modify, refuse or remove any or all Content from the "In-Site" service at any time it deems necessary.

You agree that you are solely responsible for (and that Blitz Publications & Multi Media Group Pty Ltd has no responsibility to you or any third party for):

- (i) any Content that you create, transmit or display while using the "In-Site" application; and
- (ii) the consequences, including any loss or damage that Blitz Publications & Multi Media Group Pty Ltd may suffer, by you doing so;

You also agree that:

- (i) you own all copyright to the content that you upload and submit for publishing; and
- (ii) you will indemnify Blitz against any liability whatsoever arising from any content uploaded by you, whether copyright is owned by you directly or not.

## 12. Software Updates

You may be prompted to download and install software updates. These updates are designed to improve, enhance and further develop the "In-Site" application and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive or download (as applicable) such updates, and permit Blitz Publications & Multi Media Group Pty Ltd to deliver them to you (in line with the standard terms of iTunes and Google Play), as part of your use of the "In-Site" application.

## 13. Commercial Notices

From time to time Blitz Publications & Multi Media Group Pty Ltd may transmit notices, press releases, sponsor and client offer's and by activating the In-Site application you agree to receive such notices. Blitz Publications & Multi Media Group Pty Ltd does not take responsibility for defective goods or services purchased from sponsors or specific suppliers via such commercial notices such as press releases, sponsor and client offer's.

## 14. External Links

The "In-Site" application may include links to the web, iTunes and Google Play. Blitz Publications & Multi Media Group Pty Ltd may have no control over any external links. You acknowledge and agree that Blitz Publications & Multi Media Group Pty Ltd is not responsible for the availability of, and does not endorse the content of, any such external links. You also acknowledge and agree that Blitz Publications & Multi Media Group Pty Ltd is not liable for any loss or damage that you may suffer as a result of the availability of, or your access to, any external links, including as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such external links.

## 15. Exclusion of Warranties

You may have rights under statutory consumer protection laws, including the Competition and Consumer Act 2010 (Cth), which cannot be excluded, restricted, limited or modified. The following exclusions of warranties, and the limitation of liability as stated below, apply subject to any rights you may have under such laws.

- (a) You expressly understand and agree that your access to and use of the "In-Site" application is at your sole risk and that the "In-Site" application is provided "as is" and "as available". In particular, Blitz Publications & Multi Media Group Pty Ltd does not represent or warrant to you that:
  - i. your access to and use of the "In-Site" application will meet your requirements (and you expressly acknowledge that you have relied upon your own experience, skill and judgement to evaluate the "In-Site" application and that you are satisfied as to the suitability of the "In-Site" application to meet your requirements); or
  - ii. your access to and use of the "In-Site" application will be uninterrupted, timely, secure or free from error.
- (b) Without limiting the foregoing, and to the extent permitted by law, all express or implied representations, conditions, warranties, guarantees or other provisions that are not contained in the Terms (whether based in legislation, the common law or otherwise) are excluded, including any representations, conditions, warranties or guarantees as to acceptable quality, fitness for purpose or timeliness.

## 16. Liability and Indemnification

You agree to indemnify, defend and hold harmless Blitz Publications & Multi Media Group Pty Ltd, its directors, officers, employees, agents and contractors, from and against any loss, damage, liability, cost or expense (including reasonable legal fees) suffered or incurred in connection with a claim brought against any of them, to the extent that such third party claim arises out of your breach of any obligation or warranty in the Terms.

Blitz Publications & Multi Media Group Pty Ltd does not exclude any rights and remedies in respect of goods or services under the Competition and Consumer Act 2010 (Cth) or equivalent State or Territory legislation which cannot be excluded, restricted or modified. However, Blitz Publications & Multi Media Group Pty Ltd excludes all rights, remedies, guarantees, conditions and warranties in respect of goods or services from your use of "In-Site" whether based in statute, common law or otherwise to the extent permitted by law.

To the fullest extent possible:

- (a) Blitz Publications & Multi Media Group Pty Ltd does not guarantee the accuracy of any content on "In-Site". The content is provided to you on an "as is" and "as available" basis and on the proviso that you assume all responsibility for checking the accuracy of the content and rely on it at your own risk. All content on "In-Site" may be changed at Blitz Publications & Multi Media Group Pty Ltd's sole discretion and without notice.
- (b) Blitz Publications & Multi Media Group Pty Ltd assumes no responsibility or liability in relation to any loss or damage that you may incur, including damage to your software or hardware, arising from your use of or access to "In-Site", subject only to paragraph (d).
- (c) Blitz Publications & Multi Media Group Pty Ltd does not warrant that functions contained in the "In-Site" content, such as hyperlinks, will be uninterrupted or error free, that defects will be corrected or that Blitz Publications & Multi Media Group Pty Ltd or the server that makes it available are free of viruses or bugs.
- (d) Liability of Blitz Publications & Multi Media Group Pty Ltd, for any breach of a term or condition implied by law is limited at Blitz Publications & Multi Media Group Pty Ltd discretion, to the supply of any service again or the payment for the cost of having any service supplied again.
- (e) You indemnify Blitz Publications & Multi Media Group Pty Ltd and its affiliated companies, and each of their directors, officers, employees and agents against any action, claim, loss or expense which it incurs which arises from your use of "In-Site".

## **17. Intellectual Property**

All intellectual property regarding content on "In-Site" belongs to Blitz Publications & Multi Media Group Pty Ltd, its licensors, advertisers or affiliates/partners. Users of "In-Site" acquire no interest in that intellectual property. All content on "In-Site" is protected by worldwide copyright and intellectual property laws and users must not do anything that interferes with or breaches those laws or the intellectual property rights in the content.

Users are permitted to download and view content or print a copy of any material on "In-Site" for personal and non-commercial use provided that the content is not modified or altered in any way. Unless expressly stated otherwise, users are not permitted to copy or republish anything found on "In-Site" without the permission of the copyright or trademark owners. Any rights not expressly granted under these terms and conditions are reserved by Blitz Publications & Multi Media Group Pty Ltd.

The logo's of Blitz Publications & Multi Media Group Pty Ltd, "In-Site" and any Blitz Publications & Multi Media Group Pty Ltd magazine mastheads on the "In-Site" application are trademarks of Blitz Publications & Multi Media Group Pty Ltd or any of its related bodies corporate. Other trademarks may be displayed on "In-Site" from time to time and these may belong to third parties. Nothing displayed on "In-Site" should be construed as granting any licence or right of use of any logo, trademark or masthead displayed without the express written permission of the relevant owner.

## **18. General**

- i. Blitz Publications & Multi Media Group Pty Ltd is not liable for any failure to perform its obligations under the Terms where that performance is delayed, prevented, restricted or interfered with for any reason outside Blitz Publications & Multi Media Group Pty Ltd control.
- ii. This agreement is governed by the laws of Victoria, Australia, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia.
- iii. This agreement supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties.
- iv. The words "including", "such as", "in particular" and "for example", when used in this agreement, are not words of limitation.
- v. Except as expressly provided in this agreement, nothing in this agreement is intended to constitute a fiduciary relationship or an agency, partnership or trust, and no party has authority to bind any other party.
- vi. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of these terms.
- vii. Any provision of this agreement that is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this agreement is not affected.

## **19. Ending your relationship with Blitz Publications & Multi Media Group Pty Ltd**

The Terms will continue to apply until you delete the "In-Site" application from your device.