

TERMS OF USE

1. GENERAL

Soundlikesydney Pty Limited A.C.N. 148 832 713 (referred to as "Soundlikesydney", "we", "us", "our") is the owner of this website ("Site").

By accessing or using the Site, whether as a "visitor" (where you browse through the Site without being registered) or as a "member" (where you have registered to be a member of the Site), you agree to be bound by these Terms of Use ("Terms of Use") and all applicable laws and regulations.

These Terms of Use are also governed by:

- (a) our Privacy Policy which is expressly incorporated into these Terms of Use by this reference; and
- (b) any guidelines, rules or disclaimers that may be posted and updated on the Site (or any part thereof) from time to time or on notices that we send to you.

Soundlikesydney reserves the right to amend, vary, change, modify, add or remove all or any portion of the Terms of Use in its sole and absolute discretion at any time and without prior notice to you. Any changes will operate prospectively. Your continued use of the Site is an acceptance by you of the Terms of Use as modified from time to time. Please check this page periodically for any modifications. You must refrain from using this Site if you do not agree with or if you do not accept these Terms of Use.

2. LIMITATIONS ON USE

All content appearing on or included in the Site and produced, published, displayed, transmitted or created by Soundlikesydney, including site layout, design, images, programs, text and other information (collectively, the "Content") is the property of Soundlikesydney and its affiliated companies or licensors and is protected by the Patents Act 1990, the Trade Marks Act 1995, the Copyright Act 1968, the Designs Act 2003 and other intellectual property laws.

You must not copy, display, distribute, modify, publish, reproduce, store, transmit, create derivative works from, or sell, license or communicate to the public all or any part of the Content or the products or services obtained from the Site in any medium to anyone, except as otherwise expressly permitted under applicable law or under these Terms of Use or relevant license or subscriber agreement.

Unless otherwise indicated on the Site in writing, you may print or download Content from the Site for your own personal, non-commercial use only and subject to the *Copyright Act 1968* (Cth) and similar legislation. Nothing in these Terms of Use permits or allows you to incorporate any material or Content, or any part of the material or Content, in any work or publication, whether in hard copy, electronic or any other form. You must in all cases keep intact all copyright and other proprietary notices. You must not engage in systematic retrieval of Content from the Site to create or compile, directly or indirectly, a collection, compilation, database or directory without the prior written consent of Soundlikesydney, such consent may be withheld at the sole and absolute discretion of Soundlikesydney.

You must not use any robots, spiders, crawlers or other automated downloading programs or devices to: (i) continuously and automatically search or index any Content, except to the extent such action is permitted under these Terms of Use or unless authorized by us; (ii) harvest personal information from the Site for purposes of sending unsolicited or unauthorized material (including, without limitation, any mail, email, SMS or MMS); or (iii) cause disruption to the working of the Site. If the Site contains robot exclusion files or robot exclusion headers, you agree to honour them. If we identify (through metadata tags or otherwise) certain Content as eligible for searching and indexing, then you may search and index that Content only. You must only use that Content for the purpose of providing services that help users find Content on the Site

You must not use the services on the Site to publish or distribute any information (including software or other content) which is illegal, which violates or infringes upon the rights of any other person or entity (including, without limitation, the intellectual property rights of any person or entity), which is abusive, hateful, profane, injurious to minors, pornographic, threatening, misleading, fraudulent, defamatory, libellous, harassing, obscene or vulgar, which contains errors, viruses or other harmful components, or which is otherwise actionable at law. Soundlikesydney may at any time, in its sole and absolute discretion, exercise editorial control over the content of the Site.

You must not, without the prior written consent of Soundlikesydney (such consent may be withheld in the sole and absolute discretion of Soundlikesydney) use the Site to publish or distribute any advertising, promotional material including any Content, or solicit to other users of the Site to use any goods or services. For example (but without limitation), you must not use the Site to conduct any business, to solicit the performance of any activity that is prohibited by law, or to solicit other users to become subscribers of other information services. Similarly, you must not use the Site to download and redistribute public information or shareware for personal gain or distribute multiple copies of public domain information or shareware.

You must not link any third party website to the Site or link the Site to a third party website ("Unauthorised Link"), without the prior written consent of Soundlikesydney (such consent may be withheld in the sole and absolute discretion of Soundlikesydney). You acknowledge and accept that Soundlikesydney is entitled to, and shall, require you to remove any Unauthorised Link which you install on the Site.

You may use the Site and the Content in accordance with these Terms of Use, Your use and continued use of the Site is solely at the discretion of Soundlikesydney. Soundlikesydney reserves the right to prohibit anyone from accessing, browsing, supplying information to or downloading information, material or Content from the Site. Nothing in these Terms of Use grants you any rights (including, without limitation, any intellectual property rights) in or to the Site or any Content, other than the limited right to use the Site and the Content according to the terms of these Terms of Use.

3. INTELLECTUAL PROPERTY

This Site and all intellectual property rights, including graphics, logos, trademarks, design, text, icons, the arrangement of them, sound recordings and all software relating to this Site, are owned by us, or in some cases, a related body corporate or third party. These intellectual property rights are protected by Australian and international laws.

Nothing contained in this Site is to be interpreted as a recommendation to use any information on this Site in a manner which infringes the intellectual property rights of any person, company or entity. We make no representations or warranties that your use of the information on this Site will not infringe such intellectual property rights

4. MATERIAL PROVIDED TO US OR POSTED ON OR THROUGH THE SITE BY YOU

We appreciate any suggestions ("unsolicited ideas") you may have regarding ways in which this Site may be improved or materials which we may add to this Site. Any unsolicited ideas that you submit to us will not be regarded as confidential and will become our property. We may use, reproduce, disclose, publish, modify, adapt and transmit them to others, without restriction or any obligation to compensate you.

Soundlikesydney does not claim any ownership rights in the texts, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials or information ("User Content") that you post, upload, transmit, display, publish, input or submit on or through the Site, including any blog pages, message boards, chat rooms and forums, for viewing or review by visitors to the Site, members of the Site, the general public or by the members of any public or private community or group (whether existing on-line via the Internet or otherwise) ("Submission").

We are not responsible for the content or accuracy of the User Content or Submission. In consideration of Soundlikesydney permitting you to do any posting, uploading, inputting, transmitting, displaying, publishing, providing or submitting ("Posting") your Submission or User Content to the Site, you grant to us, our affiliated companies and sublicensees an irrevocable limited licence for no fee to display (whether publicly or otherwise), publish, delete, modify, vary, amend, add to, reproduce and distribute and otherwise use in our sole and absolute discretion (without restriction or any obligation to remunerate or compensate you) your Submission or the User Content in any format in connection with the operation of our respective businesses (including, without limitation, the Site and any related applications of the Site).

The limited licence does not grant Soundlikesydney the right to sell or otherwise distribute the User Content outside the Site or the related applications of the Site. We will cease distribution of the User Content from the Site as soon as practicable, and at such time when distribution ceases, the licence will terminate. Notwithstanding the foregoing, you understand and agree that once aspects of the User Content or Submission is distributed or incorporated on or throughout the Site, Soundlikesydney is under no obligation to delete that User Content or Submission or ask users of the Site to delete that User Content or Submission and therefore it may continue to appear on the Site indefinitely.

By Posting a Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission including, without limitation, any intellectual property or moral rights. You also warrant and represent that your Submission or the User Content does not infringe any third party intellectual property or moral rights.

You are solely responsible for the accuracy and content of the information of your Submission. Soundlikesydney exercises no editorial review and assumes no responsibility for misleading, fraudulent, defamatory, libellous, threatening, harassing, pornographic, obscene or illegal information supplied to the Site by you (whether via the User Content, any Submission or otherwise), including but not limited to any Submissions relating to pharmaceutical-related cases or products that may be litigious in nature.

We shall have the right, but not the obligation, to monitor Submissions to determine compliance with these Terms of Use, any operating rules we establish and to satisfy any law, regulation or authorized government request. You agree to promptly report any suspicious or unauthorized use of the Site to Soundlikesydney. Soundlikesydney reserves the right to monitor any and all activity on the Site and Soundlikesydney may notify the proper law enforcement officials if any suspicious activity is detected.

5. LINKS TO OTHER SITES

The Site may contain links to other websites which are owned or operated by third parties. These links are provided for convenience only and may not remain current or maintained. We should not be construed as endorsing, approving, recommending or giving preference to these third parties or their websites, or any information, products or services referred to on those third party websites unless expressly stated. You link to these websites at your own risk and should make your own enquiries as to the privacy policies or Terms of Use of these third parties. We are not responsible for information on, or the practices of, such websites. We do not permit any linkages to this Site without our prior written permission.

6. COOKIES

We may use cookies to gather data in relation to this Site and you consent to us doing so (although you may be able to disable cookies on your web browser).

7. SECURE DATA

Given the nature of the internet, we cannot guarantee that any data transmission is totally secure. Whilst we take precautions to protect information, we do not warrant and cannot ensure the security of any information you transmit to us. You therefore transmit to this Site at your own risk. However, once we receive your transmission, we will take reasonable steps to preserve its security.

When you sign up or register to become a member of the Site, you will be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not use the account, username, email address or password of another member at any time or to disclose your password to any third party. You are solely responsible for any and all use of your account.

8. VIRUSES

Given the nature of the internet, we cannot guarantee that this Site is free from viruses, fault or other conditions which could damage or interfere with your computer systems, and we do not warrant that your access to this Site will be uninterrupted, error free or that any defects will be corrected. You assume the risk of any damage to your property as a result of using this Site, and to the maximum extent permitted by law; we disclaim all liability for any errors, omissions and faults.

You must take your own precautions to ensure that the process which you use for accessing this Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this Site or any linked website.

9. DISCLAIMER OF WARRANTIES AND LIABILITY

We make no representations or warranties of any kind, express or implied, in relation to any information, content, materials or products included in this Site or to its availability, functionality or performance.

We do not, nor do our officers, employees, agents and other representatives accept responsibility for any loss or damage, howsoever caused (including through negligence or matters outside our control), which you may directly or indirectly suffer in connection with your use of this Site or any linked website, nor do we accept any responsibility for any such loss arising out of your use of, or reliance on, information contained on, or accessed through, this Site. To the maximum extent permitted by law, we disclaim any such representations or warranties as to the completeness, accuracy, merchantability or fitness for purpose of this website or the information that it contains.

The use of the information on this Site and interactions with other users of the Site, third party developers or any other parties with whom you interact through the Site, is at your own risk. To the extent permitted by law, we exclude all liability of us, our officers, employees, agents and other representatives in respect of any injury, loss or damage arising out of, or related to, the use, or inability to use, the information on this Site or provided through this Site through email. This limitation of liability includes, but is not limited to, compensatory, direct, indirect or consequential damages, interruption of business, loss of data, income or profit, loss of, or damage to property, and third party claims. If any liability is not able to be excluded by law, we limit our liability to the re-supply of the relevant information or services.

To the full extent permitted by applicable laws, neither Soundlikesydney, its related entities, affiliates, nor any third-party content providers or licensors make any warranty whatsoever, including without limitation, that the operation of the Site will be uninterrupted or error-free; that defects will be corrected; that the Site, including the server that makes it available, is free of viruses or other harmful components; as to the results that may be obtained from use of the Content or other materials on the Site; or as to the accuracy, completeness, reliability, availability, suitability, quality, non-infringement or operation of any Content, product or service provided on or accessible from the Site.

THE SITE AND ALL CONTENT, PRODUCTS AND SERVICES INCLUDED IN OR ACCESSIBLE FROM THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND (EXPRESS, IMPLIED AND STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF TITLE AND NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH SOUNDLIKESYDNEY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW. YOUR USE OF THE SITE IS AT YOUR SOLE RISK.

NEITHER SOUNDLIKESYDNEY NOR ANY OF ITS, RELATED ENTITIES, AFFILIATES OR LICENSORS SHALL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY, CAUSED IN WHOLE OR PART BY ITS NEGLIGENCE OR CONTINGENCIES BEYOND ITS CONTROL IN PROCURING, COMPILING, INTERPRETING, REPORTING OR DELIVERING INFORMATION THROUGH THE SITE. IN NO EVENT WILL SOUNDLIKESYDNEY, ITS AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH INFORMATION. SOUNDLIKESYDNEY AND ITS AFFILIATES AND LICENSORS SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN LEGISLATION, INCLUDING THE COMPETITION AND CONSUMER ACT 2010 (CTH), MAY IMPLY WARRANTIES OR CONDITIONS OR IMPOSE OBLIGATIONS WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED OR CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT. THESE TERMS OF USE MUST BE READ SUBJECT TO THESE STATUTORY PROVISIONS. IF THESE STATUTORY PROVISIONS APPLY, TO THE EXTENT TO WHICH IT IS ENTITLED TO DO SO, SOUNDLIKESYDNEY LIMITS ITS LIABILITY IN RESPECT OF ANY CLAIM UNDER THOSE PROVISIONS TO: AT SOUNDLIKESYDNEY'S OPTION: (A) THE SUPPLYING OF THE SERVICES AGAIN; OR (B) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

Soundlikesydney in no way supports, approves, endorses or takes any responsibility for any products, tests, procedures, treatments, therapies, goods or services offered by outside vendors through our services or advertised on the Site or otherwise displayed on or accessible through the Site.

10. INDEMNIFICATION

You agree to indemnify us, our officers, employees, shareholders, agents and other persons (including without limitation, licensors, affiliates, parent companies and subsidiaries) involved in the creation of this Site from all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to your use of this Site, your interactions with other users of the Site, third party developers or any other parties with whom you interact through the Site, or otherwise, any information that you provide to us via this Site or any damage that you may cause to this Site. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and breaches of the *Competition and Consumer Act 2010* (Cth).

11. EVENTS OUTSIDE OUR CONTROL

Soundlikesydney will not be in breach of obligations under these Terms of Use to the extent that any failure or delay in performing its obligations occurs because of an event or circumstance which is outside Soundlikesydney's reasonable control, including without limitation, any act of God, war, terrorism and other hostilities, fire, flood, strikes, lockouts, delays in transport, breakdowns in equipment, or restrictions or prohibitions or any other acts by any government or semi-government authority.

12. SEVERABILITY

If any provision in these Terms of Use is held invalid or unenforceable under an applicable law, the remaining provisions shall continue in full force and effect.

13. GOVERNING LAW

These Terms of Use shall be governed by and construed in accordance with the laws of New South Wales, Australia. You hereby irrevocably submit to the non-exclusive jurisdiction of the courts of that State. In the event that any of the Terms of Use is found to be invalid, voidable or unenforceable under any court of law, such invalidity or unenforceability will not affect the remainder of these Terms of Use, which will continue in full force and effect.

If you access this Site in a jurisdiction other than New South Wales, Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply. We make no representations that the content of this Site complies with the laws of any country outside Australia.

© Soundlikesydney Pty Limited A.C.N. 148 832 713. All rights reserved. No part of this site may be reproduced in any manner without the express written permission of Soundlikesydney.

23 May 2011