



## SBS | The Exchange Terms of Use

The Exchange is the place for you to give your views about SBS TV, radio services and web content. The following User Agreement ("Agreement") governs the use of The Exchange website (Website) including participation in its bulletin boards, forums, chats, and all other areas.

Please read the terms contained in this Agreement carefully. **Your use of and/or registration on any aspect of the Website will constitute your agreement to comply with these terms.** If you do not agree with these terms, please do not use the Website.

In addition to reviewing this Agreement, please read our **Privacy Policy**. Your use of the Website constitutes agreement to its terms and conditions as well.

### 1. REGISTRATION AND ACCOUNT CREATION

1.1 If you wish to be a member of The Exchange you will be required to register. In order to do so, you will be required to choose a password, User Id, and/or other registration information (collectively, "Registration Information"). You agree that all Registration Information provided by you will be accurate and up-to-date. If any of your Registration Information changes, you must update it by using the appropriate update mechanism on the Website.

1.2 If you register to be a member of The Exchange, you will be responsible for maintaining the confidentiality of your Registration Information. You may not authorise others to use your Registration Information.

1.3 You are responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorisation, or who has access to any computer on which your account resides or is accessible.

1.4. If you have reason to believe that your account is no longer secure (for example, in the event of an unauthorised disclosure), you must promptly change the affected Registration Information by using the appropriate update mechanism on the Website and notify our Privacy Policy Officer as described in our Privacy Policy.

### 2. COLLECTION AND USE OF PERSONAL INFORMATION

2.1 SBS only collects and uses personal information in accordance with its Privacy Policy and the provisions of the Privacy Act 1988.

2.2 Examples of the personal information which may be collected are your email address, date of birth, post code, language and the opinions which you provide to SBS (for example, the feedback you provide in a survey on SBS television programming).



2.3 SBS confirms that it will collect and use personal information from you for the purposes of The Exchange. These purposes may include to:

- a. (a) contact you for reasons related to The Exchange, such as surveys and forums;
- b. (b) personalise the way we greet you in communications;
- c. (c) analyse and improve the services offered by SBS.

2.4 SBS may need to provide your personal information to its authorised agent (Vision Critical Pty Ltd), the company which is assisting SBS with services to operate The Exchange. The agent has undertaken not to collect or use your personal information except for the purposes of The Exchange and will protect it against loss, unauthorised access, unauthorised use, modification, disclosure, transfer or other misuse.

2.5 Aggregated data which does not identify you may be provided to third parties where this is necessary for SBS to act on your feedback. For example, to provide TV producers with information on viewers' opinion of their programs.

2.6 You agree that SBS (and its authorised agent) may collect and use your personal information for the purposes of The Exchange.

2.7 You agree that SBS and/or its authorised agent may email to you The Exchange surveys and news updates, competition information and similar information.

### 3. COPYRIGHT

3.1 You acknowledge that SBS owns the copyright in the Website, except for any copyright material that you may contribute. All information, artwork, graphics, text, copy, data, software, advertisements and other material included in the Website is SBS's or its licensor's copyright material ("Material"). All Material is protected in Australia by the Copyright Act 1968 and by applicable legislation in other jurisdictions. All rights not expressly granted by this Agreement are reserved.

3.2 Material may not be reproduced, distributed, downloaded, uploaded, modified, adapted or communicated to the public in whole or in part except as set out below:

- (a) You may retrieve Material only for personal purposes, non-commercial purposes or purposes of your participation in The Exchange;
- (b) You may save a local, temporary copy of Material or send it to your printer for your own personal purposes, non-commercial purposes or purposes of your participation in The Exchange. Any commercial exploitation of Material included on the Website is not permitted.

3.3 Any copies of Material must be kept in the same form as shown on the Website and must include all copyright, trade mark and other proprietary notices

3.4 You must not modify any Material without the written permission of SBS.



3.5 If SBS provides you with Material related to The Exchange (such as surveys, program trailers, pilot programs or competition information), you agree this is copyright material owned or licensed by SBS which may also be confidential to SBS or its licensed source. You agree you will not provide it to any third party without the written permission of SBS.

#### **4. USE OF MATERIAL SUPPLIED BY YOU:**

4.1 For information regarding the use of personal information you supply or communicate to the Website, please see Section 2 and our Privacy Policy.

4.2 Except as expressly provided otherwise in the Privacy Policy, you agree that by posting messages, uploading files, inputting data, or engaging in any other form of communication with or through the Website, you grant to SBS a royalty-free, perpetual, non-exclusive, unrestricted, worldwide licence to use, reproduce, modify, adapt, translate, transmit, distribute, publicly perform, display, or sublicense any such communication in any medium (now in existence or developed in the future) and for any purpose, including commercial purposes, and to authorise others to do so.

4.3 You acknowledge and agree that information you disclose in publicly accessible parts of the Website will be available to all users, so you should be mindful of personal information and other content you may wish to post.

4.4 SBS disclaims any and all liability that may arise in connection with any and all materials posted, uploaded or supplied by you on the Website.

#### **5. USER PARTICIPATION**

5.1 Some of your participation in The Exchange may occur via online forums, blogs, chats or focus groups which SBS or Vision Critical will set up. While SBS encourages robust debate and discussion, all users should treat each other with tolerance, courtesy and respect.

5.2 You agree not to use any obscene, indecent, or offensive language or to place on the Website any material that is defamatory, abusive, harassing, racist, or hateful. Further, you may not place on the Website any material that is encrypted, constitutes junk mail or unauthorised advertising, commercial offers, invades anyone's privacy, or encourages conduct that would constitute a criminal offence.

5.3 You agree to use the Website only for lawful purposes. You may be held legally responsible for the material you submit to The Exchange.



5.4 All contributions to the Website are published at SBS's sole discretion. Your contribution may be edited or removed from the Website, if SBS considers it to be:

- (a) false, misleading or in breach of any law, whether the laws of Australia or another jurisdiction, and including defamation, contempt of court, privacy, discrimination, harassment, and racial vilification;
- (b) an infringement of intellectual property or copyright, whether of SBS or a third person;
- (c) expressing prejudice against any person or group on the basis of their race, ethnicity, nationality, sex, age, sexual preference, religion, disability, mental illness, or marital, parental or occupational status;
- (d) abusive, offensive, insulting, hateful, violent, threatening, harassing, vulgar, sexually explicit or obscene; or otherwise deliberately offensive or provocative towards other users on the Network;
- (e) inappropriate, off-topic, or vexatious;
- (f) an intrusion of privacy of any person, including the inappropriate provision of personal information or impersonating another person;
- (g) an advertisement or promotion, including inappropriate or gratuitous references to a company or product which unduly promote that company or product; or
- (h) a solicitation for donations.

5.5 In order for SBS to use your contribution, you confirm and warrant that it is your own original work, is not in breach of any law, whether the laws of Australia or another jurisdiction, that you have right to make the contribution and that you have the consent of anyone who is identifiable in your contribution.

5.6 You are responsible for ensuring that any material you provide to the Website or post on a bulletin board or forum or elsewhere, including but not limited to text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights.

5.7 You agree not to disrupt, modify or interfere with the Website or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Website. You agree that you will not post any software, files or links to other sites, and that you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Website, or any feature of the Website. You further agree not to alter or tamper with any information or materials on or associated with the Website.

5.8 Other than connecting to SBS' servers by http requests using a Web browser, you may not attempt to gain access to SBS' servers by any means - including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Website.



## **6. COMMENTS BY OTHERS ARE NOT ENDORSED BY SBS**

6.1 SBS does not necessarily endorse or agree with the comments, opinions, or statements posted on forums, blogs or otherwise contained in the contributions of other panellists. The contributions on The Exchange are created by members of the public and reflect the opinions of those who choose to make contributions, which may affect the balance of opinions contained in the contributions.

6.2 You agree that SBS is not responsible, and shall have no liability to you, with respect to any information or materials posted by others.

## **7. TERMINATION OR SUSPENSION OF ACCESS TO THE WEBSITE**

SBS has the right to terminate and/or suspend your ability to access the Website (or any part of it), for any or no reason, or may prevent your use of this Website with or without notice to you. You agree that you do not have any rights in this Website and that SBS will have no liability to you if this Website is discontinued or your ability to access it is terminated.

## **8. INDEMNIFICATION**

You agree to indemnify SBS, and its employees, agents, representatives and third party service providers, and to hold each of them harmless, from any and all claims and liabilities which may arise from your unauthorised use of material obtained through the Website, or from your breach of this Agreement.

## **9. DISCLAIMER**

9.1 SBS does not warrant that the Exchange will be provided on an uninterrupted basis, that your access to the Exchange will be error-free or that the Material will be free of any viruses or defects that may damage your computer. You acknowledge that you must take your own precautions as to virus checking and security of your computer and any network of which it forms part.

9.2 All other warranties, whether express or implied (including implied warranties as to merchantability and fitness) in relation to the Website are expressly excluded, except where prohibited by legislation.

9.3 SBS will not be liable for any losses, claims or damages whatsoever including special, indirect or consequential damages, loss of revenue or loss of data as a result of the use of the Exchange.