

Soci@locals Service – Terms of Use

These Terms of Use govern use of (including access to) the Services by the User. The Soci@locals Service is provided by Soci@locals.

These Terms of Use were last updated on 9 January 2025.

1 Definitions and Interpretation

1.1 In these Terms of Use the following definitions apply:

Account means an account to access and use the Soci@locals Service.

Aggregated Data means any information or data derived or aggregated from the User Data which has Personal Information removed from it.

App Store means any digital distribution platform where applications are available for download to devices, including the Apple App Store and Google Play Store.

Cancel Attendance means the feature of the Soci@locals Service which allows a User to cancel their attendance to an Event, including as that feature may be updated or varied from time to time.

Cancel Event means the feature of the Soci@locals Service which allows a Host to cancel an Event, including as that feature may be updated or varied from time to time.

Communications means all communications, messages, materials and content in any form sent by the User or Soci@locals via use of the Soci@locals Service including, without limitation, emails, short message service (SMS) communications, text messages, Electronic Messages (as defined by the Spam Act 2003 (Cth)) and Commercial Electronic Messages (as defined by the Spam Act 2003 (Cth)).

Confidential Information of a party is information of a party, its Related Bodies Corporate or its Users which the party identifies as confidential or which would reasonably be regarded as confidential and includes without limitation information relating to the party's Intellectual Property Rights, organisational structure, financial position, personnel, policies and business strategies.

Create an Event means the feature of the Soci@locals Service which allows a Host to list an Event on the Soci@locals Service, including as that feature may be updated or varied from time to time.

Event means any event, social gathering, activity, function, or similar occurrence of any kind that is listed by a User on the Soci@locals Service.

Event Feed means the feature of the Soci@locals Service which allows a User to browse, filter and explore Events listed on the Soci@locals Service, providing details of each Event in a continuously updated scrollable format or on a map view for location-based browsing, including as that feature may be updated or varied from time to time.

Feature means each of the following features, functions or components of the Soci@locals Service respectively and **Features** means all of the following features, functions components of the Soci@locals Service together: (a) Cancel Attendance; (b) Cancel Event; (c) Create an Event; (d) Event Feed; (e) Invite/Share; (d) Manage Events; (e) Rate Event (f) "Show Me Everything", and any other features, functions or components that Soci@locals may provide from time to time.

Force Majeure means any event caused by or arising as a result of occurrences beyond a party's reasonable control, including acts of God, fire or flood, war, terrorism, sabotage, epidemics, pandemics, governmental regulations, policies or actions enacted or taken subsequent to the User's registration for use of and access to the Soci@locals Service, or any labour, power, telecommunications, internet or other utility failure, interruption, shortage, outage, strike or curtailment or the acts or omissions of a third party.

GST means the tax imposed or assessed by the GST Act and its related legislation and includes any similar or substitute impost introduced in the future.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Invite/Share means the feature of the Soci@locals Service which allows a User to invite any other person or entity to access and use the Soci@locals Service, including to attend Events, including as that feature may be updated or varied from time to time.

Host means a User that lists one or more Events on the Soci@locals Service.

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Hosting Service Provider means Amazon Web Services and any other person or entity Soci@locals may engage from time to time to provide data hosting and storage services in connection with the Soci@locals Service and User Data and to provide the serving infrastructure which operates under the direction of Soci@locals.

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, trade marks, know-how, confidential information, patents, inventions, know-how and discoveries and all other rights (including moral rights) resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Listing Rules means any rules or policies of Soci@locals which apply to the listing of an Event by a Host, as published on or in the Soci@locals Service or otherwise notified by Soci@locals from time to time.

Manage Events means the feature of the Soci@locals Service which allows a User to view Events it is attending and a Host to view Events it has listed, including as that feature may be updated or varied from time to time.

Metadata means data relating to the provision and use of the Soci@locals Service, excluding User Data and Personal Information.

Paid Subscription means a subscription to access and use options or Features of the Soci@locals Service requiring payment before those options or Features can be accessed or used.

Personal Information has the meaning given to that expression in the Privacy Act.

Privacy Act means the Privacy Act 1988 (Cth).

Rate Event means the feature of the Soci@locals Service which allows a User to rate its experience of attending an Event after the Event has concluded, including as that feature may be updated or varied from time to time.

Related Body Corporate has the same meaning as given to that term in s50 of the Corporations Act 2001 (Cth).

RSVP to Event means the feature of the Soci@locals Service which allows a User to confirm attendance at an Event, including as that feature may be updated or varied from time to time.

“Show Me Everything” is a feature of the Event Feed that enables Users to filter Events across all categories while retaining other selected filter settings, including as that feature may be updated or varied from time to time.

Soci@locals means iiNTRO Pty Ltd ACN 679 508 331 trading as Soci@locals.

Soci@locals Service means the service provided by Soci@locals to enable the User to list details of; view details of; search for details of; share details of; promote; arrange; manage; rate; invite others to attend; and/or accept invitations to attend, Events, including all Features, software applications, websites, user interfaces, social media sites, and all types of data, information, materials, documentation or communications made available and associated with the service.

Spam Laws means all spam laws and regulations applicable to the User and Soci@locals, including the Spam Act 2003 (Cth) in respect of relevant Communications with an Australian link and equivalent laws in other countries.

Support Service Providers includes Soci@locals employees and contractors engaged by Soci@locals to provide support, maintenance, development and similar services in respect of the Soci@locals Service.

Terms of Use means the agreement between Soci@locals and the User for the User's access to and use of the Soci@locals Service, which comprises these terms (including as may be updated from time to time pursuant to clause 2.3, any other special conditions or terms provided separately by Soci@locals and agreed with the User in connection with the User's access to and use of the Soci@locals Service, Soci@locals' Privacy Policy and Listing Rules, and other policies as published on or in the Soci@locals Service from time to time.

Third Party Applications means third party applications, websites and services.

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User means any person who accesses or uses the Soci@locals Service; any person on whose behalf or under whose authorisation the Soci@locals Service is accessed or used by another person; and any person or entity that creates an Account.

User Data means all data and content provided by the User to Soci@locals (including when creating an Account) or which is input into the Soci@locals Service through the User's Account when using the Soci@locals Service, including any text, copy, images, graphics, multimedia content, details of the User, Event details, financial information, bank account information, debit card and account details, credit card and account details, names, email addresses, residential addresses, phone numbers, contact details, copies and details of drivers licences or other forms of photo identification, any other information or documentation as may otherwise be reasonably required to verify the identity of the User or other persons in the manner and to the extent required by applicable Listing Rules and other related data (which may include Personal Information of the User or other persons).

- 1.2 In the interpretation of these Terms of Use, the following provisions apply unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
 - (b) a reference to any legislation includes any statutory modification or re-enactment of, and any subordinate legislation issued under, that legislation or legislative provision
 - (c) a reference to any rule, regulation or law includes any updates or modifications to that rule, regulation or law;
 - (d) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
 - (e) a reference to any party to these Terms of Use or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns; and
 - (f) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of these Terms of Use or any part of it.

2 Accepting the terms

- 2.1 By accessing or using the Soci@locals Service, the User agrees to be bound by the most current version of these Terms of Use.
- 2.2 By accessing or using the Soci@locals Service, the User confirms it is of legal age in its country, is not under 18 years old, has full power, capacity and authority to agree to these Terms of Use and has not been previously suspended or removed from using the Soci@locals Service.
- 2.3 The User acknowledges that Soci@locals may vary or update its Terms of Use from time to time by giving the User notice of the variation or update. The notice will specify the date from which the variation or update takes effect.
- 2.4 The User may print or save a local copy of these Terms of Use for its internal records only.
- 2.5 The party whose details have been entered during the Account registration process for the Soci@locals Service enters into these Terms of Use on its own behalf and as agent for any other entity which at any time falls within the definition of User. By creating an Account, accessing and using the Soci@locals Service on behalf of a body corporate and by accepting these Terms of Use on behalf of a body corporate, the User warrants that it is duly authorised to represent the body corporate and its Related Bodies Corporate and bind them to these Terms of Use. Despite anything else in these Terms of Use, to the extent that the Soci@locals Service is accessed or used by any of the User's Related Bodies Corporate and such Related Bodies Corporate are not bound by these Terms of Use, the User must ensure that its Related Bodies Corporate comply with these Terms of Use and must procure that its Related Bodies Corporate make the same warranties and grant to Soci@locals the same licences and rights as are made and granted by the User as set out in these Terms of Use.

3 The Soci@locals Service

- 3.1 The Soci@locals Service enables Users to list details of; view details of; search for details of; share details of; promote; arrange; manage; rate; invite others to attend; and/or accept invitations to attend,

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Events. Events are arranged and hosted by independent Users. Soci@locals does not host or participate in any Events listed on the Soci@locals Service or function as an event provider.

- 3.2 Soci@locals may provide different Features of the Soci@locals Service from time to time. Some Features are provided and may be accessed by Users free of charge, while others require Paid Subscriptions in order to be accessed and used.
- 3.3 The Soci@locals Service may be integrated with, or may otherwise interact with, Third Party Applications. Use of such Third Party Applications by the User may be subject to additional terms, conditions and policies provided by the third party. Soci@locals does not guarantee that Third Party Applications will be compatible with the Soci@locals Service.
- 3.4 Soci@locals may use artificial intelligence or artificial intelligence powered tools to provide and improve the Soci@locals Service, including to enhance User experience and personalise services. Soci@locals does not guarantee the availability or accuracy of these tools.

4 Service Availability and Limitations

- 4.1 While Soci@locals intends to use reasonable commercial efforts to make the Soci@locals Service and User Data available for the User's use on a 24 hour a day, seven days a week basis, the User expressly acknowledges and agrees that service continuity is not assured and that the Soci@locals Service is provided on an 'as is' basis. In particular, the User agrees that on occasions the Soci@locals Service and/or User Data may be temporarily unavailable or have limited availability including (a) to permit routine or emergency maintenance to take place, (b) to permit upgrades or other development activity to take place, (c) due to technical malfunctions of the User's software, equipment or infrastructure (e.g. telecommunications connectivity, network congestion or delays), or (d) due to a Force Majeure event applying. Soci@locals may temporarily limit or suspend the availability of all or part of the Soci@locals Service and/or User Data if it is necessary for reasons of public safety, security or maintenance of the Soci@locals Service, interoperability of services, data protection or to perform work that is necessary for operational or technical reasons.
- 4.2 Soci@locals may modify, suspend or stop (temporarily or permanently) providing all or part of the Soci@locals Service (including particular options, Features, functionality components or contents) of the Soci@locals Service, at any time and from time to time at its discretion.
- 4.3 Soci@locals has no obligation to provide any User Data or other content, information, materials, documentation or communications through the Soci@locals Service, and Soci@locals or the applicable Users may remove particular User Data, content, information, materials, documentation or communications without notice.
- 4.4 In the case of technical problems which adversely affect the User's use of the Soci@locals Service, the User must make all reasonable efforts to investigate and diagnose problems before contacting Soci@locals. If the User still needs technical help after first attempting to investigate, diagnose and resolve the technical problem or requires any assistance with use of the Soci@locals Service, the User may contact the Soci@locals customer service team. Soci@locals may impose reasonable usage limitations on support services from time to time, at its discretion. Soci@locals reserves the right to refuse acceptance of telephone calls and support requests, to refuse to provide support or to invoice the User for any support services at Soci@locals' prevailing rates, at its discretion, if it reasonably considers that telephone calls or support requests from the User are frivolous, exceed reasonable volumes or are in respect of technical problems or other queries already resolved by Soci@locals.
- 4.5 The User acknowledges that Soci@locals' ability to make the Soci@locals Service available for access and use is dependent on a number of factors outside of Soci@locals' control, for example, telecommunication connections and infrastructure. Except for the User's payment obligations under these Terms of Use, neither party is liable for any delay or failure to perform any of its obligations under these Terms of Use, nor does Soci@locals have an obligation to provide a refund, to the extent that the delay or failure is caused or contributed by the actions of government authorities, other third parties, or a Force Majeure event.

5 Accounts

- 5.1 Each User must create an Account to access or use all or part of the Soci@locals Service. Each User must create their own username and password at the time of creating their Account.

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- 5.2 Each User acknowledges that it may be required to provide Soci@locals with certain Personal Information to create an Account and to access and use the Soci@locals Service, including its first and last name, an email address, a password, its date of birth and other information that Soci@locals may require from time to time.
- 5.3 The User must:
- (a) ensure that they keep their username and password confidential and do not disclose it to any other person (and in order to improve the security of the User's Account, update their password from time to time);
 - (b) ensure their Account details are correct, complete and kept up to date at all times; and
 - (c) take all necessary steps to prevent unauthorised access to the User's Account and immediately notify Soci@locals of any unauthorised use of the User's password or Account or any other breach of security.
- 5.4 The User is responsible for all activities that occur under its Account. The User indemnifies, and will defend and hold harmless, Soci@locals, its Related Bodies Corporate, affiliates, representatives, successors and assigns, including their applicable officers, directors, employees and agents in relation to any loss, claim or damage in connection with any person's access to and use of the Soci@locals Service via the User's Account.
- 5.5 Despite anything else in these Terms of Use, Soci@locals reserves the right to refuse the User's request to create an Account, reclaim, or require a User to change its username, for any reason, or refuse the User's access to the Soci@locals Service for any reason at Soci@locals' discretion.
- 5.6 Access to the Soci@locals Service may only be available through use of compatible devices which meet specific system or software requirements specified by Soci@locals or posted in or on the Soci@locals Service from time to time. Soci@locals gives no warranty or guarantee that access to or use of the Soci@locals Service will be available to all devices and the User is solely responsible for ensuring that any device it uses meets system, software or other requirements specified by Soci@locals or on the Soci@locals Service from time to time.

6 Access to the Soci@locals Service

- 6.1 Subject to the User's compliance with these Terms of Use, Soci@locals grants the User a limited, non-exclusive, non-transferable right to access and use the Soci@locals Service only for the User's own use and in accordance with the terms set out in these Terms of Use and any other requirements Soci@locals may specify from time to time.
- 6.2 The User must only use the Soci@locals Service for lawful purposes and in accordance with these Terms of Use, any reasonable usage guidelines and directions given by Soci@locals and all local and foreign laws and regulations. The User must not use the Soci@locals Service as a service bureau.
- 6.3 The User must not, nor cause or permit a third party to:
- (a) access and/or use any of the Soci@locals Service in a manner or for a purpose which:
 - (i) is improper, immoral, illegal, fraudulent, dangerous or abusive;
 - (ii) infringes any person's Intellectual Property Rights; or
 - (iii) restricts or interferes with the provision of the Soci@locals Service by Soci@locals to any other Users or persons;
 - (b) reverse engineer, reverse assemble, reverse compile, copy, duplicate, modify, make derivative works of or re-sell all or part of the Soci@locals Service (or any of Soci@locals' Intellectual Property Rights in the Soci@locals Service);
 - (c) enter into any transaction relating to access or use of the Soci@locals Service with, or disclose any part of the User's Account information or access credentials and/or the Soci@locals Service (or any of Soci@locals' Intellectual Property Rights in the Soci@locals Service) to, a party other than Soci@locals, without the written consent of Soci@locals; or
 - (d) gain, attempt to gain or assist or request any person to gain unauthorised access to User Data and/or the Soci@locals Service, computer systems or networks connected to the Soci@locals

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Service, including through hacking, password mining or any other means.

- 6.4 If the User uses any communication tools available through the Soci@locals Service, the User agrees only to use such communication tools for lawful and legitimate purposes. The User must ensure that all materials and content communicated or disseminated through use of such communication tools complies with the requirements of clause 9.6. The User must not use any such communication tools for posting or disseminating any material unrelated to the use of the Soci@locals Service, including (but not limited to) unsolicited commercial e-mails and files that may damage any other person's computing devices or software.
- 6.5 The User must not:
- (a) use bots, scripts, or automated systems to send messages, post materials and content, or interact with other Users for commercial or marketing purposes;
 - (b) contact Users in bulk to solicit sales, promote products, or recruit individuals for commercial or marketing purposes;
 - (c) engage in continuous or repetitive self-promotion, even in areas designated for interaction, which disrupts the Soci@locals Service's intended user experience; or
 - (d) scrape, mine, retrieve or collect User Data for commercial or marketing purposes without prior consent from Soci@locals and breach of these Terms of Use.
- 6.6 When the User makes any communication on the Soci@locals Service, the User represents that it is permitted to make such communication. While Soci@locals may remove any communication at any time in its sole discretion, Soci@locals is under no obligation to ensure that the communications are legitimate or that they are related only to the use of the Soci@locals Service. The User must exercise caution when using the communication tools available on the Soci@locals Service.
- 6.7 The User must take its own precautions to ensure that the process which it uses for accessing the Soci@locals Service does not expose it to the risk of viruses, malicious computer code or other forms of interference which may damage the User's computer system and/or devices. Soci@locals does not accept responsibility for any interference or damage to User's computer system or devices which arise in connection with User's use of the Soci@locals Service.

7 Subscription and Payment

- 7.1 The User may purchase a Paid Subscription by paying a subscription fee in advance on a monthly basis or some other recurring interval disclosed to the User by Soci@locals prior to the User's purchase. The price for the Paid Subscription will be displayed on the Soci@locals Service.
- 7.2 Soci@locals may from time to time change the price for the Paid Subscriptions. In the event of a price change, Soci@locals (or the relevant App Store from which the Paid Subscription was created as an in-app purchase) will attempt to notify the User not less than thirty (30) days in advance of the change (or the prescribed notice period set by the relevant App Store). If the User does not wish to accept a price change, it may cancel its Paid Subscription prior to the price change taking effect. If the User does not cancel the Paid Subscription after the price change takes effect and prior to the start of the next billing period, the Paid Subscription will be renewed at the price in effect at the time of the renewal, without any additional action by the User, and the User authorises Soci@locals to charge the User these amounts via its designated payment method.
- 7.3 Soci@locals reserves the right to revise and update the applicable subscription fees for Paid Subscriptions (including the fees set out on the relevant App Store where the User subscribes to the Paid Subscription as an in-app purchase), and the different Paid Subscriptions available, at any time in its sole discretion. Any such revision or updates to the subscription fees or Paid Subscriptions will apply prospectively to any such fees or Paid Subscriptions following the effective date of the fee revision or update.
- 7.4 If Soci@locals discontinues a Paid Subscription before the end of the applicable subscription period and cannot migrate or provide the User with a substantially similar Paid Subscription, Soci@locals will refund the User any unused portion of the subscription fees for the current period of the Paid Subscription, provided the subscription fee was paid directly to Soci@locals. For Paid Subscriptions purchased as in-app purchases via an App Store, any refund will be subject to the App Store's applicable terms and conditions.

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- 7.5 From time to time, Soci@locals may offer trials of Paid Subscriptions for a specified period without payment or for a reduced rate on such terms and conditions specified by Soci@locals. If the User began a Paid Subscription with a free trial, Soci@locals will begin billing the User's payment method for subscription fees at the end of the free trial period for the Paid Subscription unless the User cancels the Paid Subscription before the end of the free trial period. If a free trial is started via an App Store in the case of a Soci@locals Service app, the User must cancel the free trial by the prescribed notice period set by the relevant App Store to avoid being charged the subscription fee for the relevant Paid Subscription at the end of the free trial period. Soci@locals reserves the right to revoke a trial at any time. Any unused portion of a free trial period will be forfeited upon purchase of a Paid Subscription.
- 7.6 Depending on the Soci@locals Service, there may be the option for the User to complete payment of the subscription fee directly from Soci@locals or through its account with the applicable App Store, in the case of a Soci@locals Service app (through in-app purchase) or any other options as may be specified by Soci@locals from time to time.
- 7.7 All Paid Subscriptions purchased directly from Soci@locals can be paid and processed via third-party payment gateway providers, and the third party's terms and conditions will apply to such payment. The User must notify Soci@locals if its payment method changes.
- 7.8 All Paid Subscriptions purchased as in-app purchases via an App Store are purchased from and billed by the respective App Store. The Paid Subscription may be subject to different and/or additional terms and conditions determined by the App Store (including but not limited to terms and conditions relating to payment, bank charges, taxes and currency conversion).
- 7.9 The User acknowledges and agrees that Soci@locals is not involved in the processing of any payment between the User and a third party. To the extent legally permitted, in no event will Soci@locals be liable to the User, the third party or any other person for any loss, claim or damage in any way connected to, related to or arising from any payment transaction the User entered into with the third party. Soci@locals may plead these Terms of Use as a bar to any claim, action, proceeding or suit brought by the User against Soci@locals for any matter arising out of any transaction between the User and a third party.
- 7.10 The subscription fee for the Paid Subscription, as well as the currency in which the subscription fee is payable, will be specified during the order process, and may vary depending on the User's country of residence (as determined by the IP address of the device used to access the Soci@locals Service). When the User purchases a Paid Subscription, it must provide complete and accurate payment information. By submitting payment details, the User represents that it is entitled to purchase a Paid Subscription using those payment details. If Soci@locals or the relevant App Store does not receive payment, Soci@locals may immediately terminate or suspend the User's access to the Paid Subscription.
- 7.11 A Paid Subscription will automatically renew for the same term of the User's initial subscription unless the User cancels the Paid Subscription at least 24 hours before the end of the current billing period. The User may cancel a Paid Subscription at any time. Upon such cancellation, the User will still be entitled to access the Paid Subscription for the remainder of the duration that the User has paid for and then the User will be downgraded to the free version of the Soci@locals Service. If a Paid Subscription was purchased directly from Soci@locals, a refund will not be issued upon cancellation of the Paid Subscription by the User. If a Paid Subscription was purchased as an in-app purchase via an App Store the User must cancel its Paid Subscription via that App Store. Any refund of subscription fees for a Paid Subscription purchased as an in-app purchase via an App Store will be governed by the applicable terms and conditions of that App Store. Soci@locals does not offer refunds or credits for unused Paid Subscriptions, accidental purchases, medical conditions, or any other reason or event unless it is required by law to do so.
- 7.12 The User may contact Soci@locals' customer service team if it has any questions about a Paid Subscription purchased as an in-app purchase via an App Store. To the extent Soci@locals can, it will assist the User with any queries relating to the Paid Subscription. Soci@locals can not assist with any queries relating to an App Store's terms and conditions or billing methods (including, but not limited to, questions about payment instrument storage and use, currency exchange rates, tax charges and/or bank fees). For any queries of this nature, the User must refer to the relevant App Store's terms and conditions or help centre for further clarification and assistance.

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- 7.13 Without limiting the User's rights under the Competition and Consumer Act 2010 (Cth), to the extent a third party's terms and conditions, conflict with these terms, Soci@locals will not have any liability to the User.

8 Taxes and GST

- 8.1 The User must reimburse Soci@locals for all sales, use, transfer, privilege, excise or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated under these Terms of Use, excluding, however, income taxes on profits which may be levied against Soci@locals.
- 8.2 Without limiting clause 8.1, all consideration provided for any taxable supply under these Terms of Use is exclusive of GST unless the contrary is clear. The amount of that consideration must be increased by an additional amount equal to the GST on that taxable supply. The party who has to pay the additional amount must pay it at the same time as the consideration in respect of that taxable supply becomes due.
- 8.3 If at any time an adjustment is made or required to be made between a party and the relevant taxing authority on account of any amount paid as GST under these Terms of Use:
- (a) a corresponding adjustment must be made;
 - (b) adjustment notes must be issued; and
 - (c) any payment must be made, between the parties as may be necessary to give effect to the adjustment.

9 User Data

- 9.1 The User is responsible for all User Data which it provides Soci@locals or inputs into the Soci@locals Service through User's Account or otherwise provides Soci@locals, including when creating an Account or through its access to and/or use of the Soci@locals Service. The User is solely responsible for ensuring the integrity, completeness and accuracy of such User Data.
- 9.2 The User is responsible for determining the purposes and means of processing User Data, including Personal Information, by Soci@locals under these Terms of Use, and must ensure that processing conducted according to the User's instructions or requirements will not place Soci@locals in breach of any laws (including applicable data protection laws or privacy laws).
- 9.3 The User must not upload, create, publish or communicate via use of the Soci@locals Service any data, information, content, works or materials which infringe any third party's copyright, trade mark, trade secret, confidentiality, privacy or other proprietary or Intellectual Property Rights or any applicable law, statute, ordinance, rule or regulation.
- 9.4 The User agrees to comply with Soci@locals' procedures and policies in respect of uploading information, data, content, works and materials as may be specified by Soci@locals or on the Soci@locals Service from time to time.
- 9.5 The User warrants that:
- (a) it has the right to, or has otherwise obtained all licences, consents, authorisations and approvals and made all disclosures necessary to, collect, store, disclose, use, upload, reproduce, permit Soci@locals to collect, store, disclose, use, reproduce and/or transfer, the User Data using the Soci@locals Service, including any Personal Information included in the User Data;
 - (b) the User Data will not violate or infringe upon the rights (including Intellectual Property Rights) of any other person;
 - (c) the collection, storage, disclosure, use, transmission and processing of User Data (including Personal Information) by Soci@locals according to the User's instructions or requirements will not place Soci@locals in breach of any laws (including applicable data protection laws or privacy laws) or violate the rights of any person;
 - (d) the User Data is complete, correct and legitimate;
 - (e) the User Data will not contain a virus or other harmful component; and

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- (f) the User Data will comply with any guidelines Soci@locals specifies on the Soci@locals Service or to the User from time to time.
- 9.6 The User warrants, and must ensure that, User Data and any other content, information, materials, documentation or communications created, published, communicated or distributed by the User, its employees, staff or other persons engaged by, authorised by or representing the User (“User Personnel”) through access and use of the Soci@locals Service, and the access and use of such User Data, content, information, materials, documentation or communications by any person, does not and will not:
 - (a) contravene any law, statute, ordinance, regulation or industry code;
 - (b) contain any misleading or deceptive statements or information;
 - (c) infringe any person’s Intellectual Property Rights or other rights; or
 - (d) contain any undesirable material, including material which is offensive or illegal (including but not limited to defamatory, libellous or potentially defamatory or libellous material).
- 9.7 The User acknowledges that neither Soci@locals nor its Related Bodies Corporate, shareholders, affiliates, representatives, agents, licensors, suppliers or business partners verify, endorse, approve or have any responsibility for the content of User Data and any other information, materials, documentation or communications created, published or distributed by the User or User Personnel through access and use of the Soci@locals Service. The User must not in any way represent to any person that such User Data, content, information, materials, documentation or communications are verified, endorsed, supported or approved by Soci@locals or any of Soci@locals’ Related Bodies Corporate, shareholders, affiliates, representatives, agents, licensors, suppliers or business partners.
- 9.8 Soci@locals reserves the right to modify or delete from the Soci@locals Service any User Data, information, materials, documentation, communications or other data that are illegal or which Soci@locals in its sole discretion deems unsuitable, insulting, inflammatory, inappropriate, degrading or objectionable, or that is provided in breach of the warranties made in these Terms of Use.
- 9.9 The User acknowledges that the Soci@locals Service may include functionality for email, SMS and other Communications or notifications to be sent to the User and individual parties. The User warrants that it has the right to, or has otherwise obtained all licences, consents, authorisations and approvals and made all disclosures necessary to send, and permit Soci@locals to send or facilitate the sending of, email, SMS and other Communications or notifications using the Soci@locals Service in compliance with Spam Laws and that the sending of email, SMS and other Communications or notifications using the Soci@locals Service by the User or by Soci@locals in accordance with the directions, requests or information provided by the User will not place Soci@locals in breach of any Spam Laws.
- 9.10 To enable Soci@locals to provide the Soci@locals Service, the User grants Soci@locals, or warrants that it has procured for Soci@locals from the copyright owner or licensor of the User Data, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to do and authorise the doing of all acts comprised in the copyright in all User Data.
- 9.11 The User is responsible for and must adopt reasonable measures to limit its exposure to the potential loss, corruption, disclosure and damage of the User Data, including making appropriate arrangements for secure back up or storage of the source material in connection with the User Data. To the maximum extent permitted by law, Soci@locals expressly excludes liability for any loss of or corruption to User Data no matter how caused.
- 9.12 The User acknowledges that Soci@locals may not be able to provide all or part of the Soci@locals Service (or the Soci@locals Service in the manner intended) if the User Data is not complete, correct or accurate or of a quality or condition suitable for processing based on Soci@locals’ applicable standards, specifications and procedures, or is otherwise not in the format required by Soci@locals. The User acknowledges and agrees that Soci@locals is not responsible for any errors, omissions, losses or damages of any kind resulting directly or indirectly from any inaccuracies in User Data or any failure of the User to ensure the integrity, completeness or accuracy of User Data before providing it to Soci@locals or inputting it into the Soci@locals Service.
- 9.13 The User acknowledges and agrees that:
 - (a) Soci@locals may use or modify the User Data and information derived from the User Data (including by aggregation or other de-identifying techniques) to produce a compilation of

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Aggregated Data, which may include similar data and information from other Users of Soci@locals;

- (b) provision of the Soci@locals Service and its use by the User will generate Metadata that Soci@locals will store and use for the purposes of maintaining and improving the Soci@locals Service and potentially for other uses, such as generating or providing new or different services to the User and other Users or third parties; and
- (c) Soci@locals owns all right, title and interest in and to the compilation of Aggregated Data and the Metadata and may use and commercialise the compilation of Aggregated Data and the Metadata at its absolute discretion.

- 9.14 The User agrees that Soci@locals will not be in breach of its obligations under clauses 12 and 13 when producing a compilation of Aggregated Data or any Metadata. In preparing such compilation of Aggregated Data, Soci@locals will use reasonable endeavours to ensure that the Confidential Information or Personal Information disclosed by the User to Soci@locals cannot be reasonably ascertained from the Aggregated Data.

10 Listing conditions

- 10.1 When listing an Event on the Soci@locals Service, the Host agrees to comply with the Listing Rules and also agrees:

- (a) that the Host assumes full responsibility for the Event listed and the accuracy and content of the listing, including listing content created using tools offered by Soci@locals or Third Party Applications;
- (b) to comply with all applicable legal, regulatory, licensing or insurance requirements in connection with the promotion, management, performance and carrying out of the Event;
- (c) that a listing for an Event may not be immediately searchable by keyword or category and Soci@locals can not guarantee Event listing duration;
- (d) that the User Data provided in relation to a listing for an Event complies with these Terms of Use;
- (e) that any User Data that is in breach of these Terms of Use may be modified or deleted by Soci@locals at its sole discretion;
- (f) that Soci@locals may revise Event listing information to supplement, remove or correct information;
- (g) that the appearance or placement of listings of Events in search and browse results in the Event Feed will depend on a variety of factors, including:
 - (i) a User's location, search query, filtering and history;
 - (ii) the Event's location, listing format, terms and conditions, pricing and relevance to a User query;
 - (iii) the Host's history, listing practices, ratings, and feedback;
 - (iv) the number of listings matching a User's query;
 - (v) that Soci@locals may publish and promote a Host's listing, including related content such as username, reviews and feedback, in any format across Soci@locals Services; and
 - (vi) certain advanced listing upgrades may be available as a Paid Subscription.

11 Intellectual Property

- 11.1 Except for the limited licence to access and use the Soci@locals Service under clause 3, all ideas, concepts, know-how, data processing techniques, data compilations, software, documentation, trade marks, business and trading names, trade secrets, copyright and inventions and other Intellectual Property Rights comprised in or in connection with the Soci@locals Service (including their underlying technology, software, programs, as well as all their respective modifications, developments, updates and enhancements), and all Intellectual Property Rights comprised in or in connection with Metadata and

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compilations of Aggregated Data produced by Soci@locals, are owned by Soci@locals or its licensors. The User agrees that no transfer of Soci@locals' (or its licensors') Intellectual Property Rights occurs at any time by access to or use by the User of the Soci@locals Service.

- 11.2 For the avoidance of doubt, Soci@locals owns all Intellectual Property Rights in all modifications, developments, updates, enhancements, adaptations, functionality, processes, data, software (including source code), literary works, artistic works and all materials or works in which copyright subsists which are created, developed, improved, modified or enhanced by Soci@locals at the User's request or as a result of customisations or configurations made in respect of the Soci@locals Service, any Features or any parts of the Soci@locals Service at the User's request ("New IP") and all such New IP will become, at Soci@locals' sole discretion, a part of the Soci@locals Service that it may offer to other Users.
- 11.3 To the extent that the User holds or retains any right, title or interest (including Intellectual Property Rights) in or to any of the New IP or any part of a compilation of Aggregated Data produced by Soci@locals or Metadata, the User assigns all such right, title and interest (including Intellectual Property Rights) to Soci@locals or Soci@locals' nominee.
- 11.4 The User does not own or use, and must not claim any right or title to own or use, the Intellectual Property Rights in the Soci@locals Service, except to the extent such use is permitted under these Terms of Use. The User must not dispute or challenge the entitlement of Soci@locals (or its licensors) to own, use or licence the Intellectual Property Rights in the Soci@locals Service (including their underlying technology, software, programs, as well as all their respective modifications, developments, updates and enhancements), compilations of Aggregated Data produced by Soci@locals or Metadata, or join any third parties to challenge or contest the validity of those Intellectual Property Rights.
- 11.5 The User agrees to notify Soci@locals promptly of any infringement, or suspected or threatened infringement, of the Intellectual Property Rights in the Soci@locals Service and reasonably co-operate with Soci@locals in relation to such infringement.
- 11.6 The User agrees to notify Soci@locals promptly of any unauthorised, suspected or threatened third party access to or use of the User Data and/or the Soci@locals Service and to reasonably co-operate with Soci@locals in relation to such unauthorised third party access or use.
- 11.7 All names, logos, and trade marks (both registered and unregistered) contained in or on the Soci@locals Service are the property of, or used under licence by, Soci@locals. Nothing in these Terms of Use or contained in or on the Soci@locals Service is to be construed as to the grant of a licence or any right to use or distribute any name, logo, or trade mark displayed contained in or on the Soci@locals Service without Soci@locals' express written consent.

12 Confidentiality

- 12.1 Each party ("Recipient") must not without the written consent of the other ("Discloser"):
 - (a) use any Confidential Information of the Discloser, except in performing its obligations under these Terms of Use; or
 - (b) disclose any Confidential Information of the Discloser to any person except to the Recipient's approved employees, officers, directors and other representatives, who need to review the Confidential Information in connection with performance under these Terms of Use, and then only to those who need to know the same and who agree to be bound by similar obligations of confidentiality. Notwithstanding the foregoing, Soci@locals may disclose certain Confidential Information of the User to Soci@locals' third party suppliers, including Support Service Providers, subject to the obligation of confidentiality, as necessary to (i) provide the User with the Soci@locals Service or obtain or provide support, maintenance, development or other services for the Soci@locals Service, (ii) obtain information specifically requested by the User, (iii) perform back-office functions or administrative services, or (iv) as necessary to comply with legal and/or accounting requirements.
- 12.2 The Recipient must:
 - (a) not use the Discloser's Confidential Information to the detriment of the Discloser;
 - (b) ensure that each person or entity to whom it discloses Information under clause 12.1 complies with the confidentiality obligations set out in these Terms of Use;

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- (c) establish and maintain effective security measures to keep the Discloser's Confidential Information confidential;
 - (d) immediately notify the Discloser of any actual or suspected disclosure of Confidential Information in breach of these Terms of Use;
 - (e) immediately take all reasonable steps to avoid or stop a breach of the confidentiality obligations set out in these Terms of Use; and
 - (f) immediately notify the Discloser of any actual or suspected legal requirement to disclose Confidential Information and delay disclosure until the Discloser has had a reasonable opportunity to oppose or limit disclosure to the extent legally permitted.
- 12.3 Nothing in these Terms of Use does or is intended to give the Recipient any right or interest (including Intellectual Property Rights) in the Discloser's Confidential Information or copies or reproductions of the Discloser's Confidential Information in any form except as expressly set out in these Terms of Use and the Recipient agrees not to claim that it has any such rights or interest.
- 12.4 The User agrees not to disclose information about the Soci@locals Service, or provide demonstrations of or allow access to the Soci@locals Service, to any other person or company without Soci@locals prior written consent.
- 12.5 This clause 12 will not impose confidentiality obligations upon the recipient of Confidential Information where:
- (a) disclosure of Confidential Information is required by law, applicable regulations or required to respond to requests by a regulatory or judicial body;
 - (b) the Confidential Information is in the public domain through no fault or action of the Recipient, its employees or subcontractors;
 - (c) the Recipient can prove by contemporaneous records that the Confidential Information was developed independently by the Recipient and without reliance in any way on any of the Discloser's Confidential Information; or
 - (d) the Confidential Information was received by the Recipient on a non-confidential basis from a third party who is not prohibited from disclosing it.
- 12.6 These obligations of confidentiality survive termination of these Terms of Use.
- 13 Privacy**
- 13.1 Each party must comply with the Privacy Act and any other applicable laws and codes dealing with privacy. The User acknowledges that it has read and accepts Soci@locals' Privacy Policy posted in or on the Soci@locals Service from time to time.
- 13.2 The User warrants to Soci@locals that:
- (a) any Personal Information that it discloses or transmits to Soci@locals under these Terms of Use, or when using the Soci@locals Service, has been collected in accordance with the Privacy Act;
 - (b) the individual to whom the information relates has been made aware of the recipients' identities, of how to contact the recipients, and of the other matters of which the recipients are required to inform that individual; and
 - (c) Soci@locals is authorised to collect, store, disclose and use the Personal Information disclosed to it by the User for the purposes of these Terms of Use and the Soci@locals Service.
- 13.3 The User acknowledges and agrees that transmissions made by means of the Internet cannot be fully secure in all instances and Soci@locals cannot guarantee that any electronic communication or data transmission made via the Soci@locals Service (including uploading or transmitting any User Data or Personal Information) will be secure, uninterrupted or delivered. The User makes such communications and transmissions and agrees to receive electronic communications from Soci@locals and other users of the Soci@locals Service (as applicable) at the User's own risk and accepts the risk of interception of such communications, transmissions and data by third parties and of non-receipt or delayed receipt of

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such communications, transmissions and data by Soci@locals and other users of the Soci@locals Service (as applicable).

- 13.4 The User consents to Soci@locals, its Hosting Service Provider, Support Service Providers and their Related Bodies Corporate and affiliates releasing Personal Information provided by the User to third parties:
- (a) in order to comply with a valid legal or government requirement such as in compliance with any law, regulation, search warrant, subpoena, court order or government order; and
 - (b) in special cases, when Soci@locals believes it is necessary to share information in order to investigate, prevent or take action regarding any illegal or unauthorised activities, suspected fraud, potential threats to the physical safety of any person or violations of these Terms of Use.
- 13.5 The User consents to Soci@locals using its Personal Information provided to Soci@locals via use of the Soci@locals Service for the purpose of providing the User with marketing communications relating to services offered by Soci@locals, any company that is a Related Body Corporate of Soci@locals, or a commercial partner of Soci@locals. The User may opt out of receiving such marketing communications by contacting Soci@locals.
- 13.6 Each User acknowledges and accepts that Soci@locals may keep a record of the User's Personal Information after cancellation of the User's Account or access to the Soci@locals Service or after termination of these Terms of Use if and to the extent required for Soci@locals to comply with applicable laws and regulations. Each User consents to Soci@locals keeping such records for such purposes.

14 Hosting of Data and the Soci@locals Service

- 14.1 The User acknowledges that Soci@locals engages a Hosting Service Provider to provide data storage services, to host the Soci@locals Service and to store User Data. Soci@locals may also engage Support Service Providers to provide support, maintenance, development and other services in respect of the Soci@locals Service to Soci@locals or the User. The Hosting Service Provider and Support Service Providers may transmit, maintain and store all or parts of the User Data (including Personal Information) on multiple servers across various jurisdictions. Servers in which User Data (including Personal Information) may be stored by the Hosting Service Provider are likely to be located in Australia and, from time to time, outside of Australia, and servers in which User Data (including Personal Information) may be stored by the Support Service Providers are likely to be located in Australia and, from time to time, outside of Australia. Additional or other locations may be used by the Hosting Service Provider or Support Service Providers in the future. The Privacy Act requires Soci@locals to ensure that its Hosting Service Provider, Support Service Providers and any other third party provider it may use from time to time, comply with applicable Australian privacy laws unless the User agrees otherwise. Acknowledging all of the above, by providing Soci@locals with User Data (including Personal Information) or by accessing or using the Soci@locals Service, the User: (a) consents to Soci@locals disclosing and transferring User Data (including Personal Information) to its Hosting Service Provider and Support Service Providers for the purpose of allowing the Hosting Service Provider to host all data necessary to support the Soci@locals Service, the Support Service Providers to provide support, maintenance, development and other services in respect of Soci@locals to Soci@locals and the User (as applicable), and for Soci@locals to provide the Soci@locals Service to the User; (b) consents to Soci@locals, the Hosting Service Provider and Support Service Providers transmitting, maintaining and storing User Data (including Personal Information) between and on servers located outside of Australia, including in the countries and regions referred to above; and (c) agrees that the requirement under the Privacy Act for Soci@locals to ensure that its Hosting Service Provider, the Support Service Providers and any other third party provider it may use from time to time comply with applicable Australian privacy laws in respect of User Data (including Personal Information) does not apply. The User acknowledges and agrees that the transmission of User Data (including Personal Information) between Soci@locals, its Hosting Service Provider and its Support Service Providers respectively is necessary for Soci@locals to maintain the Soci@locals Service and to provide the Soci@locals Service and associated support, maintenance and development services to Soci@locals and the User (as applicable). Soci@locals may engage other data storage or service providers or store User Data on servers in other locations in the future and will update these Terms of Use if that is the case.

15 Additional User warranties

- 15.1 The User represents and warrants to Soci@locals that:
- (a) it has the power, legal capacity and authority to create an Account for use of the Soci@locals

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Service and be bound by these Terms of Use, and to perform its obligations under these Terms of Use;

- (b) it has taken all necessary steps, including any corporate action necessary if it is a corporation, to authorise its entry into and performance of all of its obligations under these Terms of Use and to carry out the transactions contemplated by these Terms of Use.

16 Disclaimer

16.1 Soci@locals has no responsibility to any person other than the User and nothing in these Terms of Use confers, or purports to confer, a benefit on any person other than the User. If the User accesses and uses the Soci@locals Service on behalf of or for the benefit of anyone other than the User (whether a body corporate or otherwise) the User must ensure that it has the right to do so.

16.2 The User agrees that:

- (a) the provision of, access to, and use of, the Soci@locals Service is on an "as is" basis and at the User's own risk;
- (b) Soci@locals does not host and is not a party to any Events listed on the Soci@locals Service and does not function as an event provider;
- (c) all Events are arranged and hosted by Users who are not employed by Soci@locals or its Related Bodies Corporate;
- (d) an Event may be subject to separate terms and conditions determined by the Host, and the User agrees that it will comply with all such terms and conditions;
- (e) Soci@locals does not conduct or require background checks of its Users and does not attempt to verify the truth or accuracy of statements made by Users;
- (f) it is responsible for its interactions with other Users of the Soci@locals Service, including any transactions with other Users;
- (g) Soci@locals makes no representations or warranties as to the conduct of other Users of the Soci@locals Service or their interactions with the User;
- (h) Soci@locals is not in any way responsible for the conduct of any other Users of the Soci@locals Service;
- (i) amongst other things, the operation and availability of the systems used for accessing the Soci@locals Service, including telecommunication services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Soci@locals Service. Soci@locals is not in any way responsible for any interference or prevention of the User's access to or use of the Soci@locals Service caused by these types of things;
- (j) it is the User's sole responsibility to determine that the Soci@locals Service meets the User's needs and is suitable for the purposes for which it is used; and
- (k) the User remains solely responsible for complying with all applicable laws, regulations, standards and requirements in connection with its access to and use of the Soci@locals Service and Soci@locals has no liability to the User or any person in respect of any claims, losses, costs or damage of any kind suffered or incurred by the User or any person arising directly or indirectly in connection with the User's failure to comply with any laws, regulations, standards or obligations that apply to the User.

16.3 The User acknowledges that some Events carry inherent dangers, such as the risk of illness, bodily injury, disability, or death. By participating in these Events, the User acknowledges and agrees that it has freely chosen to assume these risks.

16.4 Soci@locals does not guarantee, represent or warrant (express or implied):

- (a) the existence, quality, safety, legality or suitability of Events listed;
- (b) the accuracy, reliability, truthfulness or completeness of any Event listings or User Data;
- (c) the Host will accept a User's RSVP to the Event;

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- (d) the Host's ability, capacity or readiness to host an Event as listed or ability, capacity or readiness to host a User at an Event as listed;
 - (e) the ability of Users to attend, meet requirements, or fulfill any and all terms and conditions associated with attending an Event;
 - (f) that a User will attend an Event as expected or confirmed;
 - (g) that a Host will host an Event as described or adhere to the details provided in an Event listing;
 - (h) that the Host will personally host an Event rather than a third party acting on its behalf or a third party acting independently;
 - (i) the compliance of the Host or an Event with all applicable legal, regulatory, licensing or insurance requirements;
 - (j) that Users or Hosts will comply with all laws and regulations applicable to an Event;
 - (k) the quality, suitability or fitness for purpose of the Event;
 - (l) that the Event will be consistent with all details of the Event described on the Soci@locals Service or otherwise provided by the Host;
 - (m) any particular outcome, experience or benefit from attending the Event;
 - (n) that User's use of the Soci@locals Service will be error-free, secure, uninterrupted or compatible with the User's equipment and software configurations or that Soci@locals will be able to prevent third party disruptions or that Soci@locals will correct all defects in the Soci@locals Service;
 - (o) that the Soci@locals Service will be fit for the User's or any User's purpose or meet all of the User's or any User's needs; and
 - (p) that use of the Soci@locals Service by the User will ensure the User's compliance with all laws, standards, obligations and regulations that apply to the User and with which it must comply.
- 16.5 Data, content, information, materials, documentation or communications in or on the Soci@locals Service may or may not change from time to time. It is not promised or guaranteed to be correct, current, or complete. The Soci@locals Service and any notifications or communications sent by Soci@locals to Users may contain inaccuracies or errors. Soci@locals assumes no responsibility (and expressly disclaims responsibility) for updating the Soci@locals Service to keep information current or to ensure the accuracy or completeness of any information posted on the Soci@locals Service or contained in any notifications or communications sent by Soci@locals. Accordingly, the User should confirm the accuracy and completeness of all such information before making any decision or taking any action based on such information.
- 16.6 Soci@locals does not guarantee, represent, or warrant (expressly or impliedly) that any data, content, information, materials, documentation, or communications in or on the Soci@locals Service, or provided to a User in connection with the User's access to or use of the Soci@locals Service, do not infringe or misappropriate any third-party rights, including Intellectual Property Rights.
- 16.7 The Soci@locals Service may include data, information, materials, documentation or communications uploaded by other Users. Such information, materials, documentation or communications are not verified or approved by Soci@locals. The views expressed by other Users on the Soci@locals Service do not necessarily represent the views or values of Soci@locals. The User acknowledges that it may be exposed to content that it may find offensive, indecent or objectionable and that, in this respect, the use of the Soci@locals Service is at the User's own risk.
- 16.8 The Soci@locals Service may provide links or references to third party websites or applications ("Linked Sites") or display material sourced from a third party ("Third Party Material"). Soci@locals is not responsible for and does not endorse the content of Linked Sites or Third Party Material, any use (or misuse) of information the User may supply to or obtain from a Linked Site or any Third Party Material, or for any goods or services offered via Linked Sites or any Third Party Material. Soci@locals does not warrant or represent the accuracy, utility or any other characteristic of Third Party Material or information or content appearing on any Linked Sites. Soci@locals is not a party to or responsible for any transactions the User may enter into with third parties, even if the User learns of such parties (or uses a link to such parties) from the Soci@locals Service.

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17 Limitation of liability

- 17.1 Nothing in these Terms of Use is or should be interpreted as an attempt to modify, limit or exclude terms, warranties or guarantees which are imposed by statute and which cannot be modified, limited or excluded.
- 17.2 Soci@locals excludes to the extent permitted by law all other terms, conditions, warranties and guarantees which might apply to or be implied into these Terms of Use.
- 17.3 The User does not rely on any representation, warranty, guarantee or other provision made by Soci@locals or on its behalf which is not expressly stated in these Terms of Use.
- 17.4 Subject to clauses 17.1, 17.5, 17.6, 17.7 and 17.8 and to the extent that Soci@locals' liability is not otherwise excluded or limited under these Terms of Use, the total aggregate liability of Soci@locals to the User for all claims relating to or arising out of the Soci@locals Service and/or these Terms of Use, whether such claims are based on a breach of or omission under these Terms of Use or under contract, for negligence or other tort, for breach of statutory duty, for breach of warranty or in equity or otherwise will not exceed the total amount paid by the User to Soci@locals for the Soci@locals Service during the six month period immediately preceding the first event which gives rise to a claim or, if no amounts were paid by the User during that six month period, an amount of \$50.00. There will be only one aggregate liability cap under these Terms of Use even if there are multiple claims and each claim will reduce the amount available in the aggregate liability cap.
- 17.5 Subject to clause 17.1, if Soci@locals is liable to the User for a breach of a term, condition, warranty or guarantee applied to or implied into these Terms of Use by statute, that liability is limited, at Soci@locals' option, to the supplying of the Soci@locals Service again or the payment of the cost of replacing or having the Soci@locals Service supplied again.
- 17.6 Without limiting the User's obligations to pay any amount under these Terms of Use, neither party is liable to the other party for any indirect, incidental, special, punitive or consequential loss or damage, economic loss, loss of revenue, loss of business, loss of opportunity, loss of saving on overheads, loss arising from business interruption, loss of goodwill or loss of profits, loss of data or data use or loss of use of the Soci@locals Service or the inability to use the Soci@locals Service even if it has been advised of the possibility of such damages or loss.
- 17.7 The liability of a party for loss or damage sustained by the other party will be reduced proportionately to the extent that:
- (a) such loss or damage has been caused by the other party's failure to comply with its obligations and responsibilities under the Terms of Use; or
 - (b) the negligence of the other party has contributed to such loss or damage, regardless of whether a claim is made by the other party.
- 17.8 To the extent legally permitted, Soci@locals has no liability to the User or any person for, and the User indemnifies, and will defend and hold harmless, Soci@locals, its Related Bodies Corporate, affiliates, representatives, successors and assigns, including their applicable officers, directors, employees and agents from and against, any claims, damages, losses (including direct, indirect and consequential loss or damage), liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any of the following (including but not limited to any third party claim concerning the following):
- (a) the User's access to or use of the Soci@locals Service (including any activities by any person via the User's Account and use by the User's employees, staff or other persons engaged by, authorised by or representing the User), including any transactions with third parties, interactions with other Users or persons, or in connection with an Event (including any trolling, disruptive, or gatecrashing behaviours, and interactions with any other Users or persons at an Event or as a result of attending an Event);
 - (b) any loss of property, damage to property, illness, bodily injury, disability or death which arises in connection with or as a result of any Event, including any trolling, disruptive, or gatecrashing behaviours, or in connection with or as a result of interactions with any person at or as a result of any Event;
 - (c) negligence by Hosts arising out of or in any way connected with their User Data or an Event;

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- (d) any breach of or failure to comply with these Terms of Use (including a breach of or failure to comply with any warranty made by the User in these Terms of Use and any use of the Soci@locals Service that is not authorised by these Terms of Use) or violation of or failure to comply with any applicable law, regulations or rules (including Privacy Laws) by the User, any individual user or the User's employees, staff or other persons engaged by, authorised by or representing the User;
- (e) any loss of service or interruptions, disruptions, connection failures, lags and delays in respect of the User's access to the Soci@locals Service;
- (f) the transmission of any computer viruses, Trojan horses or any other malicious or harmful computer code or software by the User, any person via the User's Account or any of the User's employees, staff or other persons engaged by, authorised by or representing the User, regardless of whether such transmission is accidental or deliberate;
- (g) the disclosure, transfer or exchange of User Data by Soci@locals to or with Soci@locals' Hosting Services Provider, Support Service Providers and otherwise in accordance with these Terms of Use and Soci@locals' Privacy Policy;
- (h) data, content, information, materials, documentation, or communications in or on the Soci@locals Service, or provided to a User in connection with the User's access to or use of the Soci@locals Service, including any claim involving alleged infringement or misappropriation of third-party rights (including Intellectual Property Rights) in respect of such data, content, information, materials, documentation, or communications;
- (i) User Data or the combination of the User Data with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights (including Intellectual Property Rights) by the User Data or by any development, production, publication or use of the User Data; and
- (j) any inaccuracies in User Data or any failure of the User to ensure the integrity, completeness, correctness or accuracy of User Data before providing it to Soci@locals or inputting it into or publishing it on the Soci@locals Service.

18 Suspension and Termination

18.1 These Terms of Use take effect from the time the User creates an Account and continue in full force and effect until terminated by either the User or Soci@locals.

18.2 Soci@locals may terminate these Terms or suspend the User's access to the User's Account and/or access to Soci@locals Service at any time if:

- (a) Soci@locals reasonably believes the User has breached any of these Terms of Use;
- (b) Soci@locals reasonably believes that the User's access and use of the Soci@locals Service will cause technical incapacity to the Soci@locals Service which will continue unless access or use is suspended or terminated;
- (c) Soci@locals stops providing the Soci@locals Service or any material component of the Soci@locals Service, upon giving reasonable written notice to the User;
- (d) if Soci@locals' relationship with its Hosting Service Provider or any other third party supplier that provides software, hosting services or other technology, products or services relied on by Soci@locals to provide the Soci@locals Service expires or terminates or such provider requires Soci@locals to change the way it provides the Soci@locals Service, upon giving reasonable written notice to the User;
- (e) the User ceases to operate in the ordinary course of business, makes an assignment for the benefit of creditors or similar disposition of its assets or becomes or threatens to become subject to any form of insolvency administration, bankruptcy, liquidation, dissolution or similar proceeding; or
- (f) required by law.

18.3 The User may terminate these Terms of Use at any time.

Soci@locals Service – Terms of Use

19 Effect of termination

- 19.1 If the User or Soci@locals terminate these Terms of Use, or if Soci@locals suspends the User's access to the Soci@locals Service, the User agrees that Soci@locals will, subject to applicable laws, have no liability or responsibility to the User, and (except as expressly provided in these Terms of Use) Soci@locals will not refund any amounts that the User has already paid.
- 19.2 On termination of these Terms of Use or cancellation of the Soci@locals Service for any reason:
- (a) Soci@locals will immediately cease providing the Soci@locals Service to the User and will deny the User access to the Soci@locals Service and User Data;
 - (b) the User's rights under these Terms of Use immediately cease and the User must immediately stop accessing and using the Soci@locals Service; and
 - (c) subject to any legal requirements or other obligations to retain User Data under these Terms of Use, Soci@locals may delete all User Data but may retain and use, at Soci@locals' discretion, User Data that is not Personal Information.
- 19.3 All Events listed on the Soci@locals Service by the User as at the date of termination will be removed from the Soci@locals Service.
- 19.4 The User acknowledges and agrees that it will be denied access to User Data and that Soci@locals may delete User Data on termination of these Terms of Use as set out in clause 19.1. The User is solely responsible for downloading and maintaining a copy of all User Data prior to the date of termination if it wishes to ensure availability of User Data after termination. The User indemnifies, and will defend and hold harmless, Soci@locals, its Related Bodies Corporate, affiliates, representatives, successors and assigns, including their applicable officers, directors, employees and agents in relation to any loss, claim or damage in connection with denial of access to or deletion of User Data in accordance with this clause 19.
- 19.5 Termination does not affect any accrued rights or liabilities of either party nor does it affect any provision which is expressly or by implication intended to operate after termination.

20 Assignment and subcontracts

- 20.1 These Terms of Use may not be assigned, sublicensed or otherwise transferred by the User, whether by operation of law or otherwise, without Soci@locals' prior written consent, such consent not to be unreasonably withheld or delayed.
- 20.2 Soci@locals may, at any time, novate, assign or transfer part or all of its rights and obligations under these Terms of Use to any third party and to the extent required the User consents to the novation, assignment or transfer. The User agrees to enter into a novation, assignment or transfer agreement on terms specified by Soci@locals.
- 20.3 Soci@locals may subcontract some or all of its obligations under these Terms of Use to one or more third-parties, however, Soci@locals will remain responsible for compliance with all of its obligations under these Terms of Use and is responsible for compliance of these Terms of Use by each third party subcontractor as if that third party was a party to these Terms of Use.

21 Notices

- 21.1 Notices given under these Terms of Use must be in writing and may be delivered to a party by email to that party's address shown below or to an alternate address notified to the party giving the notice. The User's address for delivery of a notice is the address notified to Soci@locals when the User registers to use the Soci@locals Service. Soci@locals' address for delivery of a notice is:
- Soci@locals
- Email: hello@sociallocals.com.au
- 21.2 A notice is taken to be duly given and received when the sender receives an automatic receipt confirming delivery of the email or the recipient party confirms, by non-automated email, receipt of the notice.

22 General

- 22.1 These Terms of Use constitute the entire understanding between the parties and supersede all previous and contemporaneous communications, representations, or agreements with respect to the User's access to and use of the Soci@locals Service.
- 22.2 No failure or delay of either party in exercising any right, power, or privilege under these Terms of Use (and no course of dealing between the parties) operates as a waiver of any such right, power or privilege. No waiver of any default on any one occasion constitutes a waiver of any subsequent default. No single or partial exercise of any right, power, or privilege precludes the further or full exercise of such right, power or privilege.
- 22.3 If any provision of these Terms of Use is held to be unenforceable, the parties agree to substitute the affected provision with an enforceable provision that approximates the intent and economic effect of the affected provision.
- 22.4 If any one or more of the provisions of these Terms of Use are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction or a panel of arbitrators, the remaining provisions of these Terms of Use will be unimpaired and will remain in full force and effect.
- 22.5 Each party must do everything reasonably required by the other to give full effect to these Terms of Use.
- 22.6 These Terms of Use and all matters regarding the interpretation and/or enforcement of these Terms of Use, are governed exclusively by the laws in force in the State of New South Wales, Australia and the parties submit to the exclusive jurisdiction of the courts of New South Wales.