

## TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use and all other legal documents incorporated by reference (collectively, these "Terms") set forth the legal contract between each end user ("User" or "you" or "your") and Network 21 Pty Ltd, and its affiliates, partners and contractors ("N21," "we," "our," or "us") with respect to your access to and use of the www.n21.com.au website, including use of any tools and services offered through our website(s) (collectively, the "www.n21.com.au website"). Our Services (as defined below) are provided through the www.n21.com.au website, an interactive platform, where users can share and view Content (as defined below).

PLEASE READ CAREFULLY THESE TERMS (AND THEIR INCLUDED LINKED INFORMATION, SUCH AS OUR PRIVACY POLICY, WHICH IS HEREBY INCORPORATED BY REFERENCE). BY USING THE WWW.N21.COM.AU WEBSITE AND SERVICES, YOU ACKNOWLEDGE AND REPRESENT THAT YOU

- HAVE READ THESE TERMS AND THE PRIVACY POLICY
- UNDERSTAND THEM
- ACCEPT AND AGREE TO BE BOUND BY THEM
- ARE AT LEAST 18 YEARS OLD OR ARE ABLE TO FORM LEGALLY BINDING CONTRACTS
- AGREE TO COMPLY WITH ALL LAWS AND REGULATIONS (INCLUDING ANY POLICIES OF YOUR COMPANY) APPLICABLE TO YOU, TO THE USE OF THE SERVICES, THE WWW.N21.COM.AU WEBSITE, AND/OR THE INTERNET. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, WE ARE UNWILLING TO GRANT YOU ACCESS TO THE WWW.N21.COM.AU WEBSITE OR THE SERVICES.

Some of Network TwentyOne's other sites, applications, services and tools may have additional terms that we provide to you when you use those sites, applications, services or tools.

**I. DEFINITIONS:** As used herein, the following capitalized terms not otherwise defined in these Terms shall have the meanings set forth as follows: "**Content**" means and includes, without limitation, information (personal or otherwise), photos, images, artwork, graphics, videos, audios, animations, text, editorials, comments, writings, chat and text messages (including histories), music, liner notes, lyrics, and other elements and materials, in any media or format now known or hereinafter devised, whether physical, electronic, digital, analog or otherwise. Content may be owned or controlled by N21 and/or owned, submitted, uploaded, post, display, or otherwise made available by you as a Registered User (as defined below). "**Feedback**" means any information you provide to us about the www.n21.com.au website or the Services, whether as a comment, evaluation, or otherwise. "**Registered User**" refers to Paid Members and Associate Members, as applicable. "**Paid Member**" and "**Digital Membership**" both refer to a Registered User that has registered for and entered into a membership subscription with N21 with access to Premium Content. Paid / Digital Membership functionality requires an appropriate smart device (Apple or Android) as well as internet access from said device. "**Associate-Member**" means a Registered User that does not have access to Premium Content. "**Services**" means any and all services, tools, software, developer platform functionalities, mobile applications and functionalities relating to the www.n21.com.au

website and as may be provided by N21 from time to time. **“Premium Content”** means Digital Premium Content/Media access which is digital content and media that is available to a paid subscriber for use/access either as a part of a monthly paid subscription or through the acquisition of said content either by monthly membership allotted credits or via a credit card transaction (“Paid Membership”). **“Subscription Credits”** are credits allotted to specific membership levels which give paid members the ability to acquire Premium Content access for personal use or for sharing. Subscription Credits are allocated on the first day of each Paid Membership billing cycle. Subscription Credits do not accrue from one billing cycle to the next and expire on the last day of that billing cycle. Unused Subscription Credits are deleted from a Paid Membership at the end of the 30 day cycle.

## **II. N21 SERVICES AND TOOLS**

### **A. Paid / Digital Memberships –**

1. Basic and Pro paid membership are considered a monthly subscription service and as such renew automatically every 30 days using the credit card details on the User’s website profile. A user may select to upgrade, downgrade or cancel their membership at any time with the changes taking effect at the end of the current 30 day subscription period. All Premium Content including content acquired through the use of account credits or via individual credit card transactions are only available to the Paid Member as long as they have an active membership subscription.
2. HealthPointe Pro paid membership begins with a 4 month subscription service. After the 4 month subscription, user will renew automatically at the Pro membership level and renew at the Pro membership level every 30 days using the credit card details on the User’s website profile. A user may select to downgrade or cancel their membership at any time with the changes taking effect at the end of the current 30 day subscription period. All Premium Content including content acquired through the use of account credits or via individual credit card transactions are only available to the Paid Member as long as they have an active membership subscription.
3. You must provide us with a current, valid, accepted method of payment, which you may update from time to time (“Payment Method”). You can find specific details regarding your Digital membership with Network 21 by visiting your N21 web portal and clicking on the “Subscriptions” button available at the top of the pages of the N21 web portal
4. Should a member cancel or unsubscribe to a Paid Membership, their Premium Content will remain intact (for a period of 12 months) and accessible only when a Paid membership is renewed. After 12 consecutive months of a membership being canceled/unsubscribed, all Premium Content associated with that account will be deleted.

### **B. Free Trial Premium Membership-**

1. Your Premium membership may start with a free trial. The free trial period of your membership lasts for 30 days from the date of sign up, or as otherwise specified during sign-up and is intended to allow new members and certain

former members to try the service. You will be notified during sign-up whether you are eligible for a free trial.

2. We will bill your Payment Method for your 30 day Premium membership fee at the end of the free trial period unless you cancel your membership prior to the end of the free trial period. To view the 30 day Digital membership price and end date of your free trial period, visit your N21 web portal and go to “Reports – Transactions” on your “Account” page. We will send an email notice to the email address listed in your membership profile approximately 6 to 7 days prior to your Trial Membership ending to inform you of your upcoming charge for your Premium membership.

**C. Billing –**

1. **Billing Cycle:** The Premium membership fee for our service will be billed on a 30 day cycle basis to your Payment Method on the day corresponding to the commencement of your paid Premium membership. In some cases, the timing of your billing may change, for example if your Payment Method has not successfully settled
2. **Payment Methods.** You can change your Payment Method by visiting your N21 web portal and clicking on “Subscription” then “Digital Membership”. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not change your Payment Method or cancel your account, we will suspend your access to the service until we have obtained a valid Payment Method. You authorize us to continue billing the Payment Method, as it may be updated. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.
3. **Cancellation.** You can cancel your N21 Digital membership at any time, and you will continue to have access to the Digital Membership service through the end of your 30 day billing period. We do not provide refunds or credits for any partial-month membership periods or unused credits. To cancel, go to the visiting your N21 web portal and clicking on “Subscription” then “Digital Membership” page and click the “Cancel Paid Membership” button. If you cancel your membership, your Digital Membership will automatically be suspended at the end of your current billing period

**D. Associate Memberships –** Associate Members have access to limited areas of the n21.com.au website and do not have access to Premium Content or mobile apps made available to Paid Memberships.

**E. Premium Content –** Access to Premium Content (whether as included in a membership level, acquired with membership credits or acquired via a credit card transaction) represent a use license only for access to specific digital content and media under the terms of this agreement and such use license is only in effect so long as the Paid Member has current Paid Membership. No Premium Content is being offered for sale; only a use license is being offered as provided herein, and no Premium Content is accessible or usable without a current Paid Membership.

F. **Privacy** In the course of accessing and/or using the www.n21.com.au website, the Services and/or the Tools, we may obtain information about you or you may be required to provide certain personal information to us. All uses of your personal information will be treated in accordance with our PRIVACY POLICY, which forms an integral part of these Terms. If you use the www.n21.com.au website, the Services and/or the Tools, and/or if you register for any programs or accounts therein, you are accepting the terms and conditions of our PRIVACY POLICY, as may be amended from time to time. If you do not agree to have your information used in any of the ways described in the PRIVACY POLICY, you must discontinue use of the www.n21.com.au website, the Services and the Tools.

G. **Users.**

1. **Registered Users.** In order to use the Services available to a Registered User, You are required to set up an "Account." When you set up an Account, you are required to enter either a unique user ID or valid email address ("**User ID**") and password to access the Services (your User ID, password or Account information are, collectively, "**Your Account**"). You may not transfer to or share Your Account with other persons or entities, and you are solely responsible for maintaining the confidentiality of Your Account. You are solely responsible for any and all use of Your Account and all activities that occur under or in connection with it. You agree
  - I. to be responsible for any act or omission of any users accessing the www.n21.com.au website or Services under your Account that, if undertaken by you, would be deemed a violation of these Terms
  - II. that such act or omission shall be deemed a violation of these Terms by you. Please notify us immediately if you become aware that Your Account is being used without authorization. You agree not to register for an Account on behalf of an individual other than yourself. If your access to the www.n21.com.au website or use of the Services has previously been terminated by N21, then you may not register for a new account, or designate other individuals to use an account on their or your behalf. You agree to register using your real name and you agree that any information you submit about yourself is truthful and accurate. You warrant and represent that all information you provide to us as part of your registration is true, accurate, current and complete, and you agree to maintain and promptly update such information to keep it true, accurate, current and complete. If we believe or suspect that such information is untrue, inaccurate, not current or incomplete, we may deny or terminate your access to the www.n21.com.au website or the Services (or any portion thereof) and any license(s) to the Tools.
2. **Age Restriction.** You affirm that you are over 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. If you are under 18 years of age,

then please do not use the [www.n21.com.au](http://www.n21.com.au) website.

H. **General Restrictions on Use** When using the [www.n21.com.au](http://www.n21.com.au) website, you agree not to revise or alter Content posted by others, and you agree not to post or use any Content in any manner that

- I. infringes the copyright, trademark, trade secret, or other intellectual property or proprietary right of others
- II. violates the privacy, publicity, or other rights of third parties
- III. is discriminatory, defamatory, obscene, threatening, abusive, or hateful, as determined by N21 in its sole discretion
- IV. is false or inaccurate
- V. violates any law, civil or criminal
- VI. violates our policies, including posting content in an inappropriate category or areas on the [www.n21.com.au](http://www.n21.com.au) website. You also agree that you **will not**
  - a. circumvent or manipulate any applicable fee structure, billing process, or fees owed either to us or to our third party providers;
  - b. modify or create any derivative product based on the [www.n21.com.au](http://www.n21.com.au) website or the Services. You may not decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the [www.n21.com.au](http://www.n21.com.au) website or the Services is compiled or interpreted, and nothing in these Terms should be interpreted as granting you any right to obtain or use source code.
  - c. copy, replicate, transcribe or reproduce the 'look and feel' of the [www.n21.com.au](http://www.n21.com.au) website, including its features and functionalities;
  - d. copy, modify or distribute rights or content (that it is not yours) from the [www.n21.com.au](http://www.n21.com.au) website, Services or Tools or that infringes our (or our Users') copyrights and trademarks, including creating derivative works;
  - e. harvest, mine, or otherwise collect and store information about other users of the [www.n21.com.au](http://www.n21.com.au) website or Services, including contact information, without their consent;
  - f. use the [www.n21.com.au](http://www.n21.com.au) website or the Services for illegal purposes or for promotion of dangerous activities;
  - g. allow usage by others in such a way as to violate these Terms;
  - h. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted or received; or
  - i. upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under

nondisclosure agreements). You agree **not** to use the [www.n21.com.au](http://www.n21.com.au) website or the Services to:

1. violate any local, state, national or international law;
2. stalk, harass or harm another individual;
3. impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity, including but not limited to, N21, or its respective staff members, employees, leaders, forum leaders, or hosts;
4. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated as a foreign terrorist organization;
5. interfere with or disrupt the [www.n21.com.au](http://www.n21.com.au) website, the Services or servers or networks connected to either, or disobey any requirements, procedures, policies or regulations of networks connected to the [www.n21.com.au](http://www.n21.com.au) website or the Services;
6. generate unsolicited email advertisements, chain letters, junk mail, spam or allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam);
7. attempt to gain unauthorized access to the [www.n21.com.au](http://www.n21.com.au) website, other accounts, computer systems, or networks connected to the [www.n21.com.au](http://www.n21.com.au) website through hacking, password mining or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available through the [www.n21.com.au](http://www.n21.com.au) website;
8. upload, post, email, transmit, distribute or otherwise make available any material that contains viruses, computer code or any other technologies that may harm us or the interests, Content or property of Visitors or Users or limit the functionality of any software, hardware or other equipment; or
9. circumvent, disable or otherwise interfere with security-related features of the [www.n21.com.au](http://www.n21.com.au) website or Services or features that prevent or restrict use or copying of any Content or enforce limitations on use of the [www.n21.com.au](http://www.n21.com.au) website or Services or the Content therein. Without our written consent, you may not:
10. use any high volume, automated, or electronic means to access the [www.n21.com.au](http://www.n21.com.au) website or the Services (including, without limitation, robots, offline readers, spiders or scripts); or

11. frame the [www.n21.com.au](http://www.n21.com.au) website, place pop-up windows over its pages, or otherwise affect the display of its pages. The rights granted to you by these Terms will remain in force only for so long as these Terms remain in effect. You may not resell or sublicense access to the Services to any third party.

## I. Content

1. As a Registered User you may submit Content. All Content must meet the standards set by N21. You understand that N21 does not guarantee any confidentiality with respect to any Content you submit. Your Content will be able to be viewed by other users of the Service and through third party services and websites. You should only provide Content that you are comfortable sharing with others under these Terms. All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the [www.n21.com.au](http://www.n21.com.au) website or using the Services. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit, and you hereby grant a license to N21 to use all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the [www.n21.com.au](http://www.n21.com.au) website or through the Services pursuant to these Terms.
2. For clarity, you retain all of your ownership rights in your own Content. However, by submitting Content to N21, you hereby grant N21 a worldwide, perpetual, non-exclusive, royalty-free, sublicensable through multiple tiers and transferable license to use, copy, reproduce, process, adapt, modify, publish, transmit, distribute, prepare derivative works of, display, and perform the Content in connection with providing the [www.n21.com.au](http://www.n21.com.au) website or in connection with the Services and N21's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels (now known or later developed). We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media. You also hereby grant each user of the [www.n21.com.au](http://www.n21.com.au) website a non-exclusive license to access your Content, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the [www.n21.com.au](http://www.n21.com.au) website and under these Terms. The above licenses granted by you in Content you submit to the [www.n21.com.au](http://www.n21.com.au) website will survive even if you remove or delete your Content from the [www.n21.com.au](http://www.n21.com.au) website. The above licenses granted by you in user comments you submit are perpetual and irrevocable.

3. You further warrant that Content you submit to the [www.n21.com.au](http://www.n21.com.au) website or the Services will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have rightful authorization to use it or you are otherwise legally entitled to post the material and to grant N21 all of the license rights granted herein.
  4. **N21 does not endorse any Content submitted to the [www.n21.com.au](http://www.n21.com.au) website or the Services by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and N21 expressly disclaims any and all liability in connection with Content. N21 does not permit copyright infringing activities and infringement of intellectual property rights on the [www.n21.com.au](http://www.n21.com.au) website, and N21 will remove Content if properly notified that such Content infringes on another's intellectual property rights. N21 reserves the right to remove Content without prior notice.**
  5. Content is provided by N21 to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the [www.n21.com.au](http://www.n21.com.au) website and the Services and as permitted under these Terms. You shall not download any Content unless you see a “download,” “stream” or similar button or link displayed by N21 on the [www.n21.com.au](http://www.n21.com.au) website or the Services for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of N21 or the respective licensors of the Content. N21 and its licensors reserve all rights not expressly granted in and to the [www.n21.com.au](http://www.n21.com.au) website, the Services and the Content.
  6. You understand that when using the [www.n21.com.au](http://www.n21.com.au) website and the Services, you will be exposed to Content from a variety of sources, and that N21 is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content.
  7. Nothing in these Terms shall be deemed to confer any rights or benefits to third parties.
- J. **Ownership of the [www.n21.com.au](http://www.n21.com.au) website** As between you and us, we and/or our vendors and suppliers, as applicable, retain all right, title and interest in and to the [www.n21.com.au](http://www.n21.com.au) website, the Services, the Content, and all tools, and all related intellectual property rights. The [www.n21.com.au](http://www.n21.com.au) website as a whole is copyrighted as a collective work and individual works or content appearing on or accessible through the [www.n21.com.au](http://www.n21.com.au) website owned by or licensed to N21 or its content providers are likewise subject to copyright protection domestically and internationally. Likewise, all software, code, proprietary methods and systems used to provide the [www.n21.com.au](http://www.n21.com.au) website or the Services ("**Our Technology**") may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our



Technology. Nothing in these Terms grants you any right to receive delivery of a copy of Our Technology or to obtain access to Our Technology except as generally and ordinarily permitted through the [www.n21.com.au](http://www.n21.com.au) website according to these Terms. Certain of the names, logos, distinctive features, source identifiers and other materials displayed on the [www.n21.com.au](http://www.n21.com.au) website or in the Services, including its “**look and feel**”, constitute trademarks, trade names, service marks, trade dress or logos (“**Marks**”) of us or other entities. All Marks not owned by N21 that appear on the [www.n21.com.au](http://www.n21.com.au) website are the property of their respective owners. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities. Unless you first obtain the copyright owner’s prior written consent, you may not copy, distribute, publicly perform, publicly display, digitally perform (in the case of sound recordings), or create derivative works from any copyrighted work made available or accessible via the [www.n21.com.au](http://www.n21.com.au) website or the Services.

- K. **Feedback; Diagnosis of Problems** Your Feedback is welcomed and encouraged. You agree, however, that by submitting ideas to N21, you automatically forfeit your right to any intellectual property rights in those ideas; and ideas submitted to N21 or any of its employees or representatives automatically become the property of N21. If we solicit your Feedback or opinion regarding any areas of our business, the [www.n21.com.au](http://www.n21.com.au) website or the Services, and if you want to send us your Feedback (and we hope you do) we simply request that you send it to us by emailing [support@n21.com.au](mailto:support@n21.com.au). You agree that any Feedback you provide to N21 shall be deemed to be non-confidential. N21 shall be free to use such information on an unrestricted basis. You agree not to take any action that may undermine any Feedback or ratings systems that we establish as part of the [www.n21.com.au](http://www.n21.com.au) website or the Services. This includes not displaying, importing, exporting or using any Feedback information off of the [www.n21.com.au](http://www.n21.com.au) website, regardless of purpose. You hereby expressly permit N21 or its authorized contractors and partners to access Your Account and Content in order investigate and diagnose actual or potential defects or other technical problems with the [www.n21.com.au](http://www.n21.com.au) website.
- L. **Use of Third-Party Offerings** You may be able to access websites, content or services provided by third parties through links that are made available on the [www.n21.com.au](http://www.n21.com.au) website. Additionally, from time to time N21 may refer you to one or more of our business partners who make available products or services through their respective websites or by other means (e.g., by mail or otherwise). We refer to all such other websites, content, services and products as “**Third-Party Offerings.**” For example, we may permit third parties with related services to link their products and services on the [www.n21.com.au](http://www.n21.com.au) website, and those links may redirect you to the website(s) of the third parties. Unless we otherwise inform you on the [www.n21.com.au](http://www.n21.com.au) website, your use of any such Third-Party Offerings is not required in order to access and/or use the [www.n21.com.au](http://www.n21.com.au) website, the Services or the Tools. If you elect to use such Third-Party Offerings, and/or if you elect to ‘click’ on a link or button, you understand that you will be leaving the

www.n21.com.au website and your use of any such Third-Party Offering will be subject to any terms and conditions required by the applicable third party provider(s). You understand that we are not the provider of, and are not responsible for, any such Third-Party Offerings and that these Terms do not themselves grant you any rights to access, use, download content from or purchase any Third-Party Offerings. The fact that we link to a third party website or service is not an endorsement or representation of our affiliation with that third party, nor is it an endorsement of their privacy or information security policies, term of use, business practices or their compliance with laws. We do not exercise control over third party websites or services. We encourage you to read the privacy policies and terms of use of the other websites and services you use and the terms of the offers in which you participate. You agree that N21 is not responsible for nor will it be liable to you or any third party for your interaction with such third parties.

M. **HealthPointe Program** – N21 has created a program called the HealthPointe Program (“HealthPointe”). The elements of the HealthPointe Program may include, but are not limited to 1) general health and nutrition, 2) the effective use of dietary supplements, and 3) weight loss. One of the HealthPointe Program products will from time to time, subject to some variations, consists of: a) a Mobile App), b) User Guide and Journal, and c) various written and/or digital materials about wellness, weight loss and nutrition. In the event you purchase any HealthPointe Program related material, you agree and understand that:

1. The HealthPointe Program provides wellness and weight loss management information and information concerning health and nutrition which is intended only to assist you in your personal weight loss efforts and efforts to live a healthier lifestyle. However, HealthPointe is not a medical organization and our staff cannot give you medical advice or diagnosis. Nothing contained in the HealthPointe Program or the related website, [MyHealthPointe.com](http://MyHealthPointe.com), should be construed as such advice or diagnosis. The information and reports generated should not be interpreted as a substitute for physician consultations, evaluation, or treatment. You should seek the advice of a physician before beginning the HealthPointe Program or using any of the related products. The HealthPointe Program is intended for use only by healthy adults. Minors, pregnant women, or persons with any type of health condition (for example, diabetics) should always seek professional medical advice from their physician before beginning any weight loss program or health related program. Weight loss can create physical changes in the body that may need to be monitored by a physician. Should you have any questions about your health and wellness or about any conditions or symptoms that may occur or elevate while on this program, please seek the advice of a physician,
2. HealthPointe Coaches are individuals who have participated in and studied the HealthPointe program and offer guidance, motivation and assistance to others on the HealthPointe Program. HealthPointe Coaches are neither agents nor employees of Network TwentyOne and do not represent Network

TwentyOne in any way. HealthPointe coaches are not medical professionals and may not give medical advice.

3. You are not permitted to record any speaker discussing the HealthPointe Program. You further understand that you are not permitted to produce any product, which refers or relates to the HealthPointe Program.
4. You will not produce, create, or develop any advertising or promotional materials relating to the HealthPointe Program without expressed permission from Network TwentyOne.
5. N21 is in no way obligated to sell products to you, and in the event N21 does sell any products to you, you understand and agree that such sale in no way implies or guarantees that N21 will sell any products to you in the future, as all such sales will be in the sole and absolute discretion of N21, and may be subject to agreements with other trademark owners governing the manufacture, marketing, and distribution of such products.
6. You will indemnify, defend and hold N21, and its shareholders, officers, directors, parents, subsidiaries, managing agents and other agents free and harmless from and against any and all claims, demands, actions, causes of action, lawsuits, judgments, costs, expenses and other liabilities of every nature, including attorneys' fees, arising from your breach of any terms contained in this Agreement.

**III. TERMINATION** These Terms will become effective and binding when you use the [www.n21.com.au](http://www.n21.com.au) website or the Services, when you voluntarily provide any information about yourself to us, or when you indicate your agreement by following any instructions we place on the [www.n21.com.au](http://www.n21.com.au) website (such as buttons labeled "I Agree"). You do not need to inform us if you wish to stop using the [www.n21.com.au](http://www.n21.com.au) website or the Services. Your rights under these Terms will automatically and immediately terminate if you fail to comply with your promises and obligations stated in these Terms. You understand and agree that upon termination of these Terms or your use of the [www.n21.com.au](http://www.n21.com.au) website and the Services, we retain the license rights granted to us upon any Content uploaded or provided through the [www.n21.com.au](http://www.n21.com.au) website. Notwithstanding the foregoing, it is our policy to retain all information provided to us and stored in Your Account for a reasonable time after the termination of Your Account. After such reasonable time period, we may delete your information from our servers except as required by law. You understand that if you want to use the [www.n21.com.au](http://www.n21.com.au) website or the Services after termination of Your Account, you may need to re-register and provide us with your information again. Without limiting other remedies, we also reserve the right to limit or partially terminate or suspend the Services and Accounts, prohibit access to the [www.n21.com.au](http://www.n21.com.au) website and Content, the Services and the Tools, delay or remove any Content, take technical and legal steps to keep any Visitors or Users from using the [www.n21.com.au](http://www.n21.com.au) website if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies. For example, N21 will terminate a user's access to the [www.n21.com.au](http://www.n21.com.au) website and the Services if, under appropriate circumstances, the user is determined to be a repeat infringer. N21 reserves the right to decide whether Content violates these Terms for reasons other than

copyright infringement, such as, but not limited to, obscenity or excessive length. N21 may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate Your Account for submitting such material in violation of these Terms. **You hereby understand and agree that in addition to the above listed causes, N21 reserves the right, at all times, to remove Content and/or terminate Accounts if we consider, at our sole discretion, such Content or Account to be immoral, unprofessional, dishonest, indecent, obscene, unethical, unprincipled, spurious, strange, outlandish or in violation of the standards of excellence and professionalism that we strive for in connection with the [www.n21.com.au](http://www.n21.com.au) website.** The terms of this Agreement, including Sections III, IV, and V, that by their sense and context are intended to survive the cancellation or termination of this Agreement, shall so survive any cancellation or termination of this Agreement.

#### **IV. DISCLAIMERS, LIMITATIONS AND EXCLUSIONS OF LIABILITY**

- A. **No Warranties** THE SERVICES, THE [www.n21.com.au](http://www.n21.com.au) website, THE TOOLS, AND ALL INFORMATION, CONTENT, MATERIALS AND SERVICES RELATED TO THE FOREGOING ARE PROVIDED 'AS IS.' TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, N21 AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON INTERFERENCE, SYSTEM INTEGRATION AND ACCURACY OF DATA. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. N21 AND ITS AFFILIATES DO NOT WARRANT THAT YOUR USE OF THE [WWW.N21.COM.AU](http://WWW.N21.COM.AU) WEBSITE AND/OR THE SERVICES WILL BE UNINTERRUPTED, ERROR -FREE OR VIRUS FREE. THE SUBMISSION OF ANY PERSONAL INFORMATION AND THE DOWNLOAD OR UPLOAD OF ANY CONTENT THROUGH THE SERVICES AND/OR THE [WWW.N21.COM.AU](http://WWW.N21.COM.AU) WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH CONTENT OR FROM RELIANCE UPON SUCH CONTENT, AND YOU ARE ADVISED TO MAINTAIN OFFLINE BACKUP COPIES OF ALL CONTENT. N21 IS NOT THE PROVIDER OF, AND MAKES NO WARRANTIES WITH RESPECT TO, ANY THIRD-PARTY OFFERINGS. N21 DOES NOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE [WWW.N21.COM.AU](http://WWW.N21.COM.AU) WEBSITE; AND YOU AGREE TO ASSUME THE SECURITY RISK FOR ANY INFORMATION YOU PROVIDE USING THE [WWW.N21.COM.AU](http://WWW.N21.COM.AU) WEBSITE OR THE SERVICES. NO REPRESENTATION OR WARRANTY IS MADE THAT THE [WWW.N21.COM.AU](http://WWW.N21.COM.AU) WEBSITE OR THE SERVICES PROVIDE COMPREHENSIVE OR ACCURATE INFORMATION. WE RESERVE THE RIGHT TO FILTER, MODIFY OR REMOVE CONTENT, MEDIA, INFORMATION OR ANY OTHER MATERIAL FROM THE [WWW.N21.COM.AU](http://WWW.N21.COM.AU) WEBSITE OR THE SERVICES AND FROM THE OUTPUT OF THE [WWW.N21.COM.AU](http://WWW.N21.COM.AU) WEBSITE OR THE SERVICES. *Though we strive to enforce our Content related rules with all of our users, including Registered Users, you may be exposed through the [www.n21.com.au](http://www.n21.com.au) website or the Services to Content that*

*violates our policies or is otherwise offensive. You use the [www.n21.com.au](http://www.n21.com.au) website and the Services at your own risk. We may, but are not obligated to, terminate user accounts and/or remove Content from the [www.n21.com.au](http://www.n21.com.au) website if we determine or suspect that those accounts or Content violate these Terms. We take no responsibility for your exposure to Content on the [www.n21.com.au](http://www.n21.com.au) website whether it violates our content policies or not. You understand that the information and opinions in Content uploaded by third parties represent solely the thoughts of the author and are neither endorsed by us nor do they necessarily reflect our beliefs.*

- B. Limitation Of Liability** USE OF THE N21 SERVICES, THE WWW.N21.COM.AU WEBSITE, TOOLS AND ANY CONTENT IS AT YOUR OWN RISK. IN NO EVENT WILL N21 OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES IN CONNECTION WITH THESE TERMS, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF N21 WAS ADVISED THAT SUCH DAMAGES WERE LIKELY OR POSSIBLE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF N21 TO YOU FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS EXCEED ONE HUNDRED U.S. DOLLARS (U.S.D. \$100.00). YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL TERM BETWEEN YOU AND N21 RELATING TO THE PROVISION OF THE WWW.N21.COM.AU WEBSITE, THE SERVICES, AND ANY CONTENT TO YOU, AND N21 WOULD NOT PROVIDE THE WWW.N21.COM.AU WEBSITE OR THE SERVICES TO YOU WITHOUT THIS LIMITATION. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE WWW.N21.COM.AU WEBSITE OR THE SERVICES OR DELETION OF YOUR ACCOUNT OR CONTENT.
- C. Indemnification** To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless N21, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from:
- I. your use of and access to the [www.n21.com.au](http://www.n21.com.au) website, the Services, Content and/or the Tools;
  - II. your violation of any term of these Terms;
  - III. your violation of any third party right, including without limitation any copyright, property, or privacy right; or
  - IV. any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of the [www.n21.com.au](http://www.n21.com.au) website, the Services, Content and/or the Tools.

## **V. MISCELLANEOUS MATTERS**

- A. Copyright** If you believe your copyright has been violated by Content or Third-Party Offerings accessible on the [www.n21.com.au](http://www.n21.com.au) website, please contact us by email at [copyrightandabuse@n21.com.au](mailto:copyrightandabuse@n21.com.au)
- B. Assignment** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by N21 without restriction.

- C. **Abuse** Please report any problems, offensive content, policy violations and/or abuse to us at [copyrightandabuse@n21.com.au](mailto:copyrightandabuse@n21.com.au).
- D. **Modifications to Terms** We may change these Terms from time to time. Any such changes will become effective when posted on the [www.n21.com.au](http://www.n21.com.au) website or one of our websites referred to within the [www.n21.com.au](http://www.n21.com.au) website. If you object to any such changes, your sole recourse will be to cease using the [www.n21.com.au](http://www.n21.com.au) website and the Services. Continued use of the [www.n21.com.au](http://www.n21.com.au) website and/or the Services following posting of any such changes will indicate your acknowledgement of such changes and your agreement to be bound by the revised Terms, inclusive of such changes. In addition, certain features of the [www.n21.com.au](http://www.n21.com.au) website and the Services may be subject to additional terms of use. By using such features, or any part thereof, you agree to be bound by the additional terms of use applicable to such features. In the event that any of the additional terms of use governing such area conflict with these Terms, the additional terms will govern.
- E. **Modifications to Services.** We reserve the right to modify the [www.n21.com.au](http://www.n21.com.au) website and/or the Services at any time without notice. If you object to any changes to the [www.n21.com.au](http://www.n21.com.au) website or the Services, your sole recourse will be to cease using them. Continued use of the [www.n21.com.au](http://www.n21.com.au) website or the Services following posting of any such changes will indicate your acknowledgement of such changes and satisfaction with the Services as so modified. We also reserve the right to discontinue the [www.n21.com.au](http://www.n21.com.au) website and/or the Services at any time without notice. We will not be liable to you or any third party should we exercise our right to modify or discontinue the [www.n21.com.au](http://www.n21.com.au) website or the Services.
- F. **Disputes** These Terms will be subject to and construed in accordance with the laws of **New South Wales, Australia** excluding its rules regarding conflicts of law. You agree that any claim or dispute you may have against N21 must be resolved exclusively by a state or federal court located in the **New South Wales, Australia**, except as otherwise agreed by the parties or as described in the Arbitration subsection below. You agree to submit to the personal jurisdiction of the courts located in **New South Wales, Australia** for the purpose of litigating all such claims or disputes. For any claim
- I. raised by a resident of a country other than the United States of America; or
  - II. where the total amount of the award sought is less than ten thousand dollars (\$10,000.00), you agree that N21 may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event N21 elects arbitration, you hereby agree to move any claims to the exclusive jurisdiction of an arbitration procedure, which shall be initiated through an established alternative dispute resolution ("ADR") provider chosen by N21. The ADR provider and the parties must comply with the following rules:
    - a. the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration;

- b. the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and
- c. any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Arbitration expressly excludes claims for injunctive or other equitable relief.

G. **General Agreement** You agree to comply with all laws, rules and regulations that apply to your use of the [www.n21.com.au](http://www.n21.com.au) website, the Services, Content and the Tools. *If you are located outside the United States of America and/or are a national of another country and choose to provide information, upload Content to or register an Account with N21, you acknowledge and agree that the information is processed and transferred in the United States of America. Your submission of information represents your agreement to this. You acknowledge and accept that the laws regarding processing of personal information may be less stringent in the United States of America than the laws in your country. By using the [www.n21.com.au](http://www.n21.com.au) website, you acknowledge and accept that your information may be used in and be subject to the privacy laws of the United States of America.* These Terms, together with the PRIVACY POLICY, any other separate terms referred to and incorporated herein by reference, and any other legal notices published by N21 on the [www.n21.com.au](http://www.n21.com.au) website, shall constitute the entire agreement between you and N21 concerning the [www.n21.com.au](http://www.n21.com.au) website and the Services. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and N21's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you agree that the court should endeavor to give effect to the intentions reflected in the invalid provision, and the other provisions of these Terms shall remain in full force and effect. *You agree that any claim or cause of action related to the [www.n21.com.au](http://www.n21.com.au) website, the Services, Content, the Tools, and/or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.* Last updated 02/26/16