

My Optus Community - Terms of Service

These terms apply to your use of My Optus Community website ("Website"). By registering and using the Website, you agree to be bound by these terms, the Optus Terms of Use, the Optus Copyright Notice, the Optus Privacy Policy and the My Optus Community Guidelines.

1. Establishing an account

- 1.1. To post material on the Website you agree to provide true, accurate, current and complete information about yourself as required by the application form ("Your Details") and maintain and update Your Details to keep it true, accurate, current and complete. You agree that you are over 18 years old or that your parent or guardian has consented to your registering as a user of the Website and supervises your use of the Website. You must not provide a user name that is the name of another person with the intent to impersonate that person.
- 1.2. You are responsible for maintaining the confidentiality of Your Details and are responsible for all acts that occur in relation to your account.
- 1.3. Optus may suspend or terminate your account if you provide any information that is untrue, inaccurate, not current or incomplete, or Optus has a reasonable basis to believe that such information is untrue, inaccurate, not current or incomplete.

2. Your privacy

- 2.1. Optus will deal with Your Details and other personal information in accordance with Optus' Privacy Policy (as amended from time to time). Optus' Privacy Policy may be viewed at <http://www.optus.com.au/portal/site/aboutoptus/menuitem.813c6f701cee5a14f0419f108c8ac7a0/?vgnextoid=0aaba47491954010VgnVCM10000029a67c0aRCRD>.
- 2.2. If you register and use this Website, your communications with Optus may result in the transfer of information (including Your Details) outside of Australia. By visiting this Website and communicating electronically with us, you consent to such transfers.

3. Use of the Website

- 3.1. You are responsible for the content of all material that you post or link to on the Website ("Material"). Optus claims no ownership or control over any Material submitted, posted or displayed by you and does not endorse or approve such Material nor any links to third party sites.
- 3.2. You are responsible for ensuring that your Material:
 - (a) does not contain prohibited, unlawful or inappropriate material including, but not limited to, material that may be of a defamatory, threatening and/or offensive nature;
 - (b) is not threatening or harassing toward others;
 - (c) does not infringe the rights of any third party, including but not limited to their intellectual property rights;
 - (d) does not promote commercial activities or constitute spam;
 - (e) does not contain any personal information or passwords, or the personal details of others such as phone numbers, mail or email addresses;
 - (f) does not contain anything which is false, misleading or deceptive; and
 - (g) does not contain viruses or any other form of malware.
- 3.3. You agree that Optus may access and disclose Your Details and your Material if required to do so by law or Optus has reasonable grounds for believing that it is necessary to:

- (a) comply with law;
- (b) respond to claims that any Material infringes a third party's rights;
- (c) respond to your requests for customer service; or
- (d) protect the rights of Optus or others.

3.4. Subject to clause 3.1, you acknowledge that Optus retains ownership of all content on the Website, its licensors or registered users. You may not use, copy, download, modify, adapt, distribute, transmit, broadcast, communicate or exploit any content on the Website.

3.5. By posting Material on Website which is intended to be available to the members of the public, you grant Optus and others a non-exclusive, royalty-free, transferable, sub-licensable, worldwide licence to reproduce, adapt, modify, publish and distribute such Material without requiring a right of attribution to you.

3.6. You acknowledge and agree that your use of the Website is at your own risk.

3.7. You must not collect other users' content or other information on the Website using automated means.

3.8. Optus may contact you about your Material or edit your postings.

4. Optus' rights

Optus may restrict, suspend or terminate your use of the Website if it believes that you have breached any of these terms.

5. Liability and indemnity

5.1. You agree that to the extent permitted by law Optus excludes all liability to you of any kind (including, without limitation, direct and consequential losses) under any circumstances (including, without limitation, negligence) in connection with your use of the Website, these terms and your Material.

5.2. Nothing in these terms limits or excludes any non-excludable rights you may have or non-excludable terms that may be implied under the law of New South Wales or the Commonwealth of Australia.

5.3. You agree to indemnify Optus against any third party claims, losses, damages or costs suffered or incurred by Optus in connection with any breach of these terms by you or any laws relating to your use of Website.

6. General

6.1. These terms apply to the Website and your use of it. These terms constitute the entire agreement between you and Optus with respect to your use of the Website.

6.2. Optus may vary these terms from time to time.

6.3. These terms are governed by the laws of the state of New South Wales, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia and agree that any proceedings must be heard in those courts.