

## SITEMINDER PARTNER HUB USER TERMS

### 1. Acceptance of Terms

- 1.1 By using the SiteMinder Partner Hub, powered by Magentrix ("**Platform**"), you confirm that you have read and agree to these terms of use ("**Terms**"). If you do not agree to these Terms, you must not use the Platform.
- 1.2 SiteMinder may amend these Terms from time to time. Every time you wish to use the Platform, please check these Terms to ensure you understand the terms that apply to you at such time.

### 2. User Contributions

- 2.1 SiteMinder may allow you and other users to post content on or through the Platform (collectively, "**User Contributions**").
- 2.2 All User Contributions are considered non-confidential and must comply with the Content Standards set out in clause 3 below.
- 2.3 You grant SiteMinder a non-exclusive, worldwide, perpetual, royalty-free, sub-licensable right to use, reproduce, modify, display, distribute and otherwise disclose to third parties the User Contributions for any purpose.
- 2.4 While User Contributions have not been verified or approved by SiteMinder and any views expressed do not represent SiteMinder's views or values, SiteMinder may remove User Contributions that breach the Content Standards.

### 3. Content Standards

The content standards in this clause 3 apply to all User Contributions. User Contributions must also comply with all applicable laws and regulations. In particular, User Contributions must not:

- (a) contain or promote any material which is defamatory, obscene, indecent, abusive, offensive, harassing, discriminatory, violent, hateful, inflammatory or otherwise objectionable;
- (b) infringe upon any Intellectual Property Rights, as that term is defined in clause 7.3;
- (c) violate legal rights generally (including the rights of publicity and privacy) or contain any material that could give rise to any civil or criminal liability;
- (d) be confidential, commercially sensitive or involve your commercial activities including sales, contests, promotions or advertising;
- (e) be deceptive or misleading;
- (f) impersonate any person or misrepresent your identity or affiliation with any person or organisation, including with SiteMinder; or
- (g) give the impression that they emanate from or are endorsed by SiteMinder or any other person or entity, if this is not the case,

("Content Standards").

### 4. Prohibited uses

- 4.1 You must not use the Platform:
  - (a) in any manner that could disable, overburden, damage or impair it or to engage in any other conduct that restricts or inhibits its use; or
  - (b) in any way that violates any applicable law or regulation.



4.2 Additionally, you must not:

- (a) use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of its content;
- (b) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- (c) attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the Platform, the server on which it is stored, or any server, computer or database connected to it;
- (d) attack the Platform via a denial-of-service attack; or
- (e) otherwise attempt to interfere with the Platform's operation.

4.3 SiteMinder and/or Magentrix may report any of the above activities to law enforcement authorities and cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Platform will cease immediately.

## 5. Disclaimers

5.1 The Platform is owned and managed by Magentrix and SiteMinder does not act as an agent, partner or representative of Magentrix or any third parties featured on or using the Platform.

5.2 The Platform is provided on an "as is" and "as available" basis without any other warranty or condition, express, implied or statutory to the maximum extent permitted by law.

5.2 SiteMinder specifically disclaims:

- (a) any implied warranties of title, merchantability, fitness for a particular purpose to the maximum extent permitted by law; and
- (b) any liability for User Contributions or third-party applications, products or services displayed on the Platform.

5.3 SiteMinder does not guarantee that the Platform, or any content on it, will be:

- (a) accurate, complete or up to date;
- (b) available, uninterrupted or error free; or
- (c) secure or free from bugs or viruses (you should use your own virus protection software).

5.4 SiteMinder may suspend or restrict the availability of all or any part of the Platform in its sole discretion.

5.5 All content on the Platform is provided for general information only. It is not intended to amount to advice on which you should rely.

## 6. Limitation of liability

6.1 In no event will SiteMinder be liable to you for loss or damage of any kind (including Consequential Loss) arising out of or in connection with your use of or inability to use:

- (a) the Platform;
- (b) any other sites it links to;
- (c) any content displayed (including User Contributions); and
- (d) any applications, products or services obtained through it.

6.2 "Consequential Loss" means:

- (a) loss of revenue, profits or savings (actual or anticipated);
- (b) loss of contracts or opportunities;
- (c) loss of, or damage to, goodwill or reputation;



- (d) loss arising from damage to credit rating or increased financing costs;
- (e) loss of data or corruption of data;
- (f) loss arising from business interruption or loss or damage resulting from wasted managed time; and
- (g) any indirect, special, economic, incidental or consequential loss or damage, howsoever arising, whether based in contract (including under any indemnity), in tort (including negligence), in equity, under the provisions of any law or otherwise.

6.3 Nothing in this clause 6 affects any liability which cannot be excluded or limited under applicable laws. SiteMinder does not exclude or limit in any way its liability to you where it would be unlawful to do so. Where SiteMinder's liability cannot be excluded, SiteMinder limits its liability to the fullest extent permitted by law.

## **7. Intellectual Property**

- 7.1 SiteMinder retains exclusive ownership of all Intellectual Property Rights in the content or materials disclosed by SiteMinder via the Platform, including logos, product and service names, marketing and/or sales materials, data and translated content.
- 7.2 The configuration of the content displayed on or via the Platform is protected as a collective work and/or compilation, pursuant to copyright laws and international conventions.
- 7.3 **"Intellectual Property Rights"** means all categories of intellectual property rights, including the following rights:
  - (a) patents, copyright, rights in circuit layouts, registered and unregistered designs, trade marks, domain names, business names and any right to have confidential information kept confidential; and
  - (b) any application or right to apply for registration of any of the rights referred to in paragraph (a).

## **8. Support**

If you have any questions regarding the Platform, please contact SiteMinder at [contact us](#).

## **9. General**

- 9.1 These Terms are governed by the laws of New South Wales, Australia and in the event of any dispute or controversy regarding the Platform, you must submit to the exclusive jurisdiction of the courts of New South Wales.
- 9.2 If any provision of these Terms is held to be invalid or unenforceable, such provision will be severed and the remaining provisions will remain in effect.
- 9.3 SiteMinder may assign its rights and obligations under these Terms in its sole discretion.
- 9.4 SiteMinder's failure to act on a breach of these Terms does not waive its right to act on subsequent or similar breaches.