

## Terms of Use

The following User Agreement ("Agreement") governs the use of the <https://www.powertothepeoplecommunity.com.au> site ("Power to the People"), including without limitation participation in its bulletin boards, forums, chats, and all other areas (except to the extent stated otherwise on a specific page) as provided by Vision Critical Communications (US) Inc. ("Service Provider," "we," or "our"), on behalf of the owner of Power to the People. Please read the terms contained in this Agreement carefully. You can access this Agreement any time at [www.powertothepeoplecommunity.com.au](http://www.powertothepeoplecommunity.com.au). **Your use of and/or registration on any aspect of The Power to the People will constitute your agreement to comply with these terms.** If you do not agree with these terms, please do not use The Power to the People.

In addition to reviewing this Agreement, please read our Privacy Policy <https://assets.visioncritical.net/raw/upload/v1416473078/c3a5f8c61ebf4db2b1e71175301e1e3a/Power%20to%20the%20People%20Privacy%20Policy.pdf>. Our Privacy Policy, as may be amended from time to time, is incorporated by reference into this Agreement and shall apply to all personally identifiable information provided by you. Your use of The Power to the People constitutes agreement to our Privacy Policy's terms and conditions as well.

The Agreement and our Privacy Policy may be modified from time to time; the date of the most recent revisions will appear on this page, so check back often. Your continued access and use of The Power to the People by you will constitute your acceptance of any changes or revisions to the Agreement. Your failure to abide with the terms of this Agreement, whether listed below or in bulletins posted at various points in The Power to the People, may result in suspension or termination of your access to The Power to the People, without notice, in addition to the Service Provider's other remedies.

### I. Registration and Account Creation

#### 1. REGISTRATION INFORMATION:

The Service Provider may at times require that you register and/or set up an account to use certain portions of The Power to the People, or The Power to the People as a whole. In order to do so, you may be provided, or required to choose, a password, User Id, and/or other registration information (collectively, "Registration Information"). You agree and represent that all Registration Information provided by you is accurate and up-to-date. If any of your Registration Information changes, you must update it by using the appropriate update mechanism on The Power to the People, if available.

#### 2. USE OF USER ID/PASSWORD:

A. If you register and/or set up an account on The Power to the People, you will be solely responsible for maintaining the confidentiality of your Registration Information. You shall not authorize others to use your Registration Information. You shall not sub-license, transfer, sell or assign your Registration

Information and/or this Agreement to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a material breach of this Agreement.

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

C. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information, you must promptly change the affected Registration Information by using the appropriate update mechanism on The Power to the People, if available, or notify our Privacy Policy Coordinator as described in our Privacy Policy <https://assets.visioncritical.net/raw/upload/v1416473078/c3a5f8c61ebf4db2b1e71175301e1e3a/Power%20to%20the%20People%20Privacy%20Policy.pdf>

## **II. Terms of Usage:**

### **1. USE OF THE POWER TO THE PEOPLE BY YOU:**

A. Unless otherwise specified, The Power to the People is intended for your personal use only. You shall not authorize others to use The Power to the People, and you are responsible for all use of The Power to the People by you, any person authorized by you and any content, information and materials uploaded by your registered account.

B. The Power to the People contains material that is protected by local, national and international copyright, trademark and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit, adapt, modify or distribute in any way any material, including code and software, from The Power to the People. If materials are available for download, you may download material from The Power to the People for your personal use only, provided you keep intact all copyright and other proprietary notices.

C1. You acknowledge, agree and consent to the collection, use and disclosure of your personally identifiable information in accordance with our Privacy Policy <https://assets.visioncritical.net/raw/upload/v1416473078/c3a5f8c61ebf4db2b1e71175301e1e3a/Power%20to%20the%20People%20Privacy%20Policy.pdf> and this Agreement. Any consent that you given pursuant to this Agreement in relation to personally identifiable information shall survive your death, incapacity, bankruptcy or insolvency.

C2. The Power to the People is not intended for users under the age of 18 or majority, and Service Provider does not knowingly collect personally identifiable information from users under the age 18 or majority. Such users are expressly prohibited from submitting their personally identifiable information to us, and from using our forums and chat areas; any information submitted by such users will not knowingly be used, posted, or retained by us.

D. You agree not to use any obscene, indecent, or offensive language or to place on The Power to the People any material that is defamatory, abusive, harassing, racist, or hateful or any language denigrating

products associated with The Power to the People. Further, you may not place on The Power to the People any material that is encrypted, constitutes junk mail or unauthorized advertising, or commercial offers, invades anyone's privacy, or encourages conduct that would constitute a criminal offence, give rise to civil liability, or that otherwise violates any local, national or international law or regulation. You agree to use The Power to the People only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and/or criminal liability. The Service Provider reserves the right to report any suspected unlawful activity to law enforcement officials, the appropriate authorities or regulators and disclosing any information necessary or appropriate to such officials, authorities or regulators.

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

F. The content, organization, graphics, text, images, video, design, compilation, advertising and all other material on The Power to the People, including without limitation, the "look and feel" of this Power to the People, are protected under applicable copyrights and other proprietary (including but not limited to intellectual property) rights and are the property of Service Provider or Power to the People. The copying, rearrangement, redistribution, modification, use or publication by you, directly or indirectly, of any such matters or any part of The Power to the People, including but not limited to the removal or alteration of advertising, except for the limited rights of use granted hereunder, is strictly prohibited.

G. You may not in any way make commercial or other unauthorized use, by publication, re-transmission, distribution, performance, caching, or otherwise, of material obtained through The Power to the People, except as expressly permitted in writing by the Service Provider or The Power to the People.

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

I. Other than connecting to the Service Provider's servers by http requests using a Web browser, you may not attempt to gain access to the Service Provider's servers by any means - including, without limitation, by using administrator passwords or by masquerading as an administrator while using The Power to the People or otherwise.

J. You acknowledge that neither the Service Provider nor Power to the People has reviewed and do not endorse the content of all sites linked to from this Power to the People and are not responsible for the content or actions of any other sites linked to from this Power to the People. Your linking to any service or site or downloading of any data from these sites are done at your sole risk.

K. The nature of The Power to the People is interactive and public. By posting content, you understand and acknowledge that any materials, ideas or other communications you transmit in any manner and for

any reason will not be confidential or proprietary. Furthermore, you acknowledge and agree that any content transmitted by you including but not limited to ideas, concepts, techniques, procedures, methods, systems, video, scripts, music, photographs, designs, plans, charts, or other materials you transmit may be used by Service Provider, Power to the People anywhere, anytime, and for any reason whatsoever.

## **2. COMMENTS BY OTHERS ARE NOT ENDORSED BY SERVICE PROVIDER:**

The Service Provider, Power to the People do not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on forums, blogs or otherwise contained in The Power to the People. Any information or material placed online, including advice and opinions, are the views and responsibility of those who posted the statements and do not represent the views of the Service Provider, Power to the People. You agree that the Service Provider, Power to the People are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

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

For information regarding use of personal information you supply or communicate to The Power to the People, please see our Privacy Policy

<https://assets.visioncritical.net/raw/upload/v1416473078/c3a5f8c61ebf4db2b1e71175301e1e3a/Power%20to%20the%20People%20Privacy%20Policy.pdf>. Except as expressly provided otherwise in the Privacy Policy

<https://assets.visioncritical.net/raw/upload/v1416473078/c3a5f8c61ebf4db2b1e71175301e1e3a/Power%20to%20the%20People%20Privacy%20Policy.pdf> you agree that by posting messages, uploading files, inputting data, or engaging in any other form of communication with or through The Power to the People, you grant us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sublicense any such communication in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorize others to do so. In addition, please be aware that information and content (including photographs) (collectively, "Materials") you disclose in publicly accessible portions of The Power to the People will be available to all users of The Power to the People, so you should be mindful of personal information and other content you may wish to post. THE SERVICE PROVIDER, POWER TO THE PEOPLE HEREBY DISCLAIM ANY AND ALL LIABILITY THAT MAY ARISE IN CONNECTION WITH ANY AND ALL MATERIALS POSTED, UPLOADED OR SUPPLIED BY YOU ON THE POWER TO THE PEOPLE.

## **4. INTELLECTUAL PROPERTY RIGHTS**

The Service Provider respects the intellectual property of others, and we ask our users to do the same. The Service Provider may, in appropriate circumstances and at its discretion, suspend or terminate the access of and take other action against users, subscribers, registrants and account holders who infringe the intellectual property rights of others.

## **5. INDEMNIFICATION:**

You agree to indemnify the Service Provider, Power to the People and their respective affiliates, employees, agents, representatives and third party service providers, and to defend and hold each of them harmless, from any and all claims and liabilities (including attorneys fees) which may arise from your submissions, from your unauthorized use of material obtained through The Power to the People, or from your breach of this Agreement, or from any such acts through your use of The Power to the People.

## **6. EDITING AND DELETIONS:**

The Service Provider, Power to the People reserve the right, but undertake no duty, to review, edit, move or delete any material provided for display or placed on The Power to the People or its bulletin boards, in its sole discretion, without notice.

## **7. ADDITIONAL TERMS:**

The Service Provider reserves the right to post, from time to time, additional terms of usage that apply to specific parts of The Power to the People. Such additional terms will be posted in the relevant parts of The Power to the People. Your continued use of The Power to the People constitutes your agreement to comply with these additional terms.

## **8. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY:**

YOU ACKNOWLEDGE THAT YOU ARE USING THE POWER TO THE PEOPLE AT YOUR OWN RISK. THE POWER TO THE PEOPLE IS PROVIDED "AS IS", AND THE SERVICE PROVIDER, ITS AFFILIATES AND POWER TO THE PEOPLE HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE POWER TO THE PEOPLE. SERVICE PROVIDER, ITS AFFILIATES, POWER TO THE PEOPLE DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE POWER TO THE PEOPLE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE POWER TO THE PEOPLE.

TO THE EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER, ITS AFFILIATES AND POWER TO THE PEOPLE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THIS AGREEMENT, THE PROVIDING OF THE POWER TO THE PEOPLE HEREUNDER, YOUR ACCESS TO OR INABILITY TO ACCESS THE POWER TO THE PEOPLE, YOUR USE OF THE POWER TO THE PEOPLE, INCLUDING BUT NOT LIMITED TO VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE POWER TO THE PEOPLE, YOUR USE OF OR RELIANCE ON THE POWER TO THE PEOPLE OR ANY OF THE INFORMATION OR MATERIALS AVAILABLE ON

THE POWER TO THE PEOPLE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU HEREBY AGREE TO RELEASE SERVICE PROVIDER, ITS AFFILIATES AND POWER TO THE PEOPLE, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED ("CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE POWER TO THE PEOPLE.

#### **9. TERMINATION OR SUSPENSION OF ACCESS TO THE POWER TO THE PEOPLE:**

The Service Provider has the right, at its sole discretion, to terminate and/or suspend your access to The Power to the People or any portion thereof, for any or no reason, or may prevent your use of this POWER TO THE PEOPLE with or without notice to you. You agree that you do not have any rights in this POWER TO THE PEOPLE and that neither the Service Provider nor POWER TO THE PEOPLE will have any liability to you if this POWER TO THE PEOPLE is discontinued or your ability to access it is terminated.

#### **10. JURISDICTION:**

The Service Provider makes no representation that materials on The Power to the People are appropriate, available or legal in any particular location. Those who choose to access The Power to the People do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

#### **11. THIRD PARTY RIGHTS**

Unless expressly stated in this Agreement, a person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act to enforce this Agreement.

#### **12. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Australia and you irrevocably submit to the non-exclusive jurisdiction of the Australia courts.