

## **Terms of use -**

Please read these terms of use carefully before using the Wikibroker Website and any other Wikibroker Service/s.

## **Operator of the Website -**

This site is owned and operated by Wikibroker Pty Ltd.

## **1 General Statement -**

1.1 The following Terms and Conditions regulate your use of our website. Please read these Terms & Conditions carefully before accessing our website.

1.2 Your access to or use of this website is conditional upon your acceptance and compliance with the terms, conditions, policies and disclaimers contained on this page and elsewhere on the site ("general conditions"). Your access to the site constitutes your agreement to be bound by the general conditions.

1.3 The provision by Wikibroker, its affiliates and suppliers of the data, information and services on our site to you is expressly conditioned on your acceptance (without modification) of the terms and conditions contained herein. Your use of our website constitutes your agreement to all such terms and conditions. The materials and information on our website are provided to give you general guidance in the operation of our services. Wikibroker and its agents assume no responsibility for any consequence relating directly or indirectly to any action or inaction that you take based on the information, services or other material on our website. Whilst Wikibroker takes reasonable steps to keep the information on our website accurate, complete and up-to-date, Wikibroker and its suppliers cannot guarantee, and will not be responsible for any damage or loss related to the accuracy, completeness or timeliness of the information.

1.4 Wikibroker considers privacy of paramount importance and no attempt is made to identify you, unless you expressly choose to do so. You are aware that your use of our website is monitored. This is undertaken to improve our website, and to make your visit to our website a more relevant experience.

1.5 Wikibroker reserves the right to amend the general conditions at any time and you should periodically refer to them on this page and elsewhere on the site.

## **2. Agreement -**

2.1 This Agreement governs your use of the Wikibroker Service (including your use of the Wikibroker Website) and your use of the Software (as defined in clause 7.1 below). By creating an account to access the Wikibroker Service ("Account") you agree to be bound by the terms of this Agreement.

2.2 This Agreement incorporates:

- (a) your Account details;
- (b) these terms and conditions;
- (c) our Privacy Policy
- (d) our Collection Statement; and
- (e) the URL's referred to in these terms and conditions.

2.3 We may change the terms of this Agreement at any time. We will notify you of any material change prior to the date such change comes into effect. If any such change has a materially detrimental effect on you, you may cancel your subscription in accordance with clause 9.2 below.

2.4 You can contact us via [support@wikibroker.com.au](mailto:support@wikibroker.com.au) at any time to obtain a copy of the current version of this Agreement.

2.5 This Agreement continues month to month unless you cancel, or we terminate this Agreement in accordance with the terms of this Agreement.

### **3. Eligibility and Access -**

3.1 To create an Account which will allow you to subscribe to the Wikibroker service, you must:

- (a) be at least 18 years of age;
- (b) provide us with your email address;
- (c) provide us with the details of your valid credit/debit card ("Valid Card")
- (d) have an Australian residential address and provide us with your postcode.

3.2 To access the Wikibroker Service, you must:

- (a) set up an Account;
- (b) have a Supported Device that is connected to the internet in Australia;
- (d) subject to the specific terms of any Promotional Offer (as defined below), pay the monthly Subscription Fee (as defined below) in accordance with clause 4 below.

#### **4. Subscription Plans -**

4.1 Wikibroker currently offers one subscription plan/fee in order to access the Wikibroker Service ("Subscription Plan(s)"), however this may be subject to change to include additional plans or promotional offers at any time. Information on the current inclusions is available at [www.wikibroker.com.au](http://www.wikibroker.com.au).

4.1 If you already have an Account then you can change your Subscription at any time by visiting [www.wikibroker.com.au/account](http://www.wikibroker.com.au/account).

4.3 If you cancel your Subscription, this must be provided in writing as an email to [support@wikibroker.com.au](mailto:support@wikibroker.com.au) and we will cease charging your Payment Method in accordance with clause 5 below. Note that payments are deducted in advance and your access to your account will be terminated at the end of the calendar month.

#### **5. Promotional Offers -**

5.1 Your access to the Wikibroker Service including your Subscription fee may include a free trial period or other promotional discount or benefit ("Promotional Offer"). We reserve the right to offer, withdraw, change, cancel or determine your eligibility for any Promotional Offer in our absolute discretion. Promotional Offers may be subject to terms and conditions which shall apply in addition to, and prevail to the extent of any inconsistency with, this Agreement. We may charge for Promotional Offers based on the then current monthly Subscription Fee for your Subscription Plan if we consider that the Promotional Offer is being abused.

5.2 Free trials are open to new subscribers only.

5.3 It is your responsibility to know:

- (a) when your free trial period ends; and
- (b) the applicable Subscription Fee for your Subscription Plan.

5.4 We will commence billing you the monthly Subscription Fee for your then current Subscription Plan in accordance with clause 5, unless you cancel your Account before the end of the free trial period.

## **6 Payment -**

6.1 By creating your Account and providing us with the details of your Payment Method, you authorise us to charge your Payment Method the Subscription Fee for your chosen Subscription Plan in accordance with this clause 6.

6.2 The Subscription Fee for your Subscription Plan will be charged to your Payment Method in advance of each monthly subscription period.

6.3 Your first monthly subscription period starts when you

(a) create your Account, or if your Account commences with a free trial period, immediately after expiry of your free trial period

(b) pay your first monthly Subscription Fee from your Payment Method.

6.4 At the end of the first monthly subscription period and each monthly subscription period thereafter, we will automatically renew your monthly subscription and charge your Payment Method the monthly Subscription Fee unless and until you cancel your Account. If you created your Account on the 29th or 30th of the month, your Payment Method will be charged the monthly Subscription Fee on the anniversary of such date in each month except for February, where your Payment Method will be charged the monthly Subscription Fee on the last day of the month. If you created your Account on the 31st of the month, your Payment Method will be charged the monthly Subscription Fee on the last day of each month.

6.5 Unless expressly stated otherwise, all Subscription Fees are GST inclusive. If your chosen Payment Method is your Valid Card, to ensure your Valid Card is not being used fraudulently, we may validate your Valid Card with an authorisation transaction of 1 dollar (\$1). This will result in the funds available on your Payment Method account being reduced by this amount. These funds are held by your card issuer. It may take some days for the validation amount to be re-adjusted on your Payment Method account.

6.6 You must ensure that the details of your Payment Method remain accurate and up to date. You can change your Payment Method details by visiting [wikibroker.com.au/account](http://wikibroker.com.au/account).

6.7 We may increase the Subscription Fee for the Subscription Plan you are currently subscribed to at any time by giving you at least one calendar months' notice except where such increase is required by law or any regulatory authority (in which case we will try to give you reasonable notice).

6.8 If we are unable to collect the Subscription Fee from your Payment Method for any reason, including, without limitation, expiration or insufficient funds, you remain responsible for any uncollected amounts and we may suspend or cancel your access to the Wikibroker Service without giving you notice.

6.9 If we are able to collect the Subscription Fee from your Payment Method during a period of suspension under clause 4.8 (including without limitation where you provide us with new or updated details of your Payment Method) we will reinstate your access to the Wikibroker Service and your new monthly subscription period will commence on the date we successfully charge your Payment Method.

## **7. Usage and Your Account -**

7.1 The Wikibroker Service, the Software and any Content that you view via any Wikibroker service/s are for your personal and non-commercial use only. We grant you a limited, non-exclusive, personal and non-transferable license to:

(a) access the Wikibroker Service and view Content subject to the terms and conditions set out in this Agreement.

7.2 Except as expressly authorised under the terms of this Agreement or with our express written consent, you must not download, modify, copy, distribute, transmit, re-transmit, reproduce, display, perform, publish, license, decompile, reverse engineer, create derivative works from or offer for sale or use (except as expressly authorised under the terms of this Agreement) any Content, Software or any works, subject matter, data, information or other material contained on, comprising, or obtained from or through the Wikibroker Service, or the Wikibroker website.

7.3 You must only use the Wikibroker Service (and view any Content on the Wikibroker Service) in accordance with our reasonable instructions and all applicable laws, rules, regulations and other applicable restrictions.

7.4 Except for the limited licence granted under clause 6.1 above, all rights in the Content are reserved by us or the licensors of our Content and all rights in the Website/Software are reserved by us or the third party licensors of software contained within the Website/Software.

7.5 You can view and change your Account details, including information about billing and payment, by visiting [wikibroker.com.au/account](http://wikibroker.com.au/account).

7.6 You are responsible for all access, data and other costs associated with your internet and mobile usage in accessing and using the Wikibroker Service. Please contact your internet service provider or mobile telecommunications provider for details of your account access fees, data charges and other costs.

7.7 The quality of the display of Content, and the time it may take to commence or resume watching Content, may vary from time to time and between Supported Devices, based on factors including (but not only) your location, internet speed or bandwidth and the type of Supported Device. We make no warranties or representations about the quality of your viewing experience or the time it may take to commence or resume viewing, nor that your viewing experience will be seamless or uninterrupted.

7.8 The Content on the Wikibroker Service will change from time to time without notice to you. We make no warranty or representation in relation to Content availability and no refunds will be given in relation to Content unavailability.

7.9 You must keep your Account details private and must not share these details. If you suspect that your Account details have been compromised, you must notify us immediately and must change your Account details as soon as practicable.

7.10 As a web-based service, we may undertake maintenance or upgrades to the Wikibroker Website and/or any other Wikibroker Service/s from time to time, and there may be unplanned outages to the Wikibroker Website and/or any other Wikibroker Service/s. Such maintenance, upgrades or outages may affect your ability to access the Wikibroker Service. We will use our reasonable endeavours to limit such incidents.

7.11 The Wikibroker Service contains software that may track and capture information about your activity (including information about your usage habits, information about Supported Devices registered to your Account, including unique device numbers, internet protocol addresses, your operating system and other information derived from the hardware configuration of such devices) and will send this information to us. We use this information for purposes including identifying the Supported Devices registered to your Account, to confirm your right to use the Wikibroker Service and to otherwise enhance and improve our software and the Wikibroker Service. By using the Wikibroker Service, you consent to the transmission of this information.

## **8. Suspension and Cancellation -**

8.1 You may cancel your Account at any time by visiting [wikibroker.com.au/account](http://wikibroker.com.au/account) and clicking "Cancel subscription". If your Account commenced with a free trial and you cancel your Account during the free trial period, cancellation is effective immediately and your Account will be closed and your access to the Wikibroker Service will be disconnected from the date you cancel. If your Account did not commence with a free trial or you cancel your Account at any time after the end of your free trial, cancellation is effective at the end of the current monthly subscription period and your Account will be closed and your access to the Wikibroker Service will be disconnected from this date. You will not receive a refund of any fees or other amounts already paid to us when you cancel, except in the circumstances described in clause 4.3 above.

8.2 If you wish to cancel as a result of us changing this Agreement in a way that has a materially detrimental effect on you, you must notify us within 14 days of our notice to you about that change. Your cancellation will be effective as of the date of the change to this Agreement, and you will receive a pro-rata refund for any amount already paid to us in respect of any period after that date.

8.3 We may cancel this Agreement or your Account at any time. Except as set out in clause 4.3, if we cancel this Agreement or your Account, you will be able to access the Wikibroker Service for the remainder of the current monthly subscription period unless we cancel this Agreement or your Account during the free trial period (if any), in which case, we will cancel your Account and your access to the Wikibroker Service immediately.

8.4 We may immediately suspend, restrict or cancel your Account or access to the Wikibroker Service:

- (a) where reasonably necessary for security, technical, copyright, anti-piracy or operational reasons;
- (b) if you use the Content or the Wikibroker Service other than for private, non-commercial use, or in a way that is inconsistent with this Agreement or the requirements of our content partners or licensors;
- (c) if you breach any term of this Agreement; or
- (d) if we have reasonable grounds to suspect that your Account details are incorrect, there has been unauthorised access to your Account, or that you have committed or may be committing any illegal or fraudulent activity in connection with your Account.

## **9. Copyright -**

The copyright of the content is owned by Wikibroker Pty Ltd, its suppliers and/or licensors unless specifically indicated otherwise on the Website. The content is protected by Australian and international copyright and trademark laws and is supplied for information use only. Except as explicitly provided for above and separately from any fair dealing permitted under the Copyright Act 1968, Wikibroker grants visitors to the Website a license to download, display, print and reproduce this material for private use or within your organization, for non-commercial purposes only. No license to republish, transmit, reproduce, communicate, modify, commercialize or alter this material is granted without their written permission.

## **10. Contact Us & "Register Your Interest" Form Terms & Conditions -**

Further to the general Terms & Conditions of use for the Wikibroker website, the following apply.

Wikibroker provides a useful and simple method for visitors to the website to contact us. By using this service you understand and agree that:

- The information provided will only be used for the purpose to which it was requested and its use subject to the Privacy Policy
- For a response to be provided, contact information must be provided.

Wikibroker will respond within 5 business days. Please direct all enquiries to [support@wikibroker.com.au](mailto:support@wikibroker.com.au)