

SONGBIRD SOCIETY TERMS OF USE

Welcome to the Songbird Society Terms of Use (the “**Terms**”). Songbird Society is owned and operated by Songbird Society Pty Ltd (hereafter “**Songbird Society**”, “**we**”, “**us**”, “**our**”). The Songbird Society Service is a recording studio and artist development space. By registering with the Songbird Society website located at <https://www.songbirdsociety.com/> (the “**Songbird Society Service**”) or by uploading or accessing any content or material that is made available by the Songbird Society Service, you are entering into a binding agreement with Songbird Society.

By using the Songbird Society Service, you agree to be bound by these Terms and our policies made available on the Songbird Society website (**Policies**) which are incorporated into these Terms by reference. By accepting our Terms, you warrant that you are capable of entering into and performing the obligations under these Terms and the Policies.

IF YOU DO NOT AGREE WITH THESE TERMS YOU MUST NOT ACCESS, USE OR OPERATE ANY PART OR WHOLE OF THE SONGBIRD SOCIETY SERVICE.

1. Definitions

Confidential Information means facts or knowledge that are not in the public domain, including, but not limited to, information relating to the general business operations of Songbird Society, such as:

- (a) cost and selling price information;
- (b) trade secrets, know-how;
- (c) methodology;
- (d) work-in-progress;
- (e) Intellectual Property Rights;
- (f) Course Materials;
- (g) business and marketing plans;
- (h) social media and website account login details; and
- (i) third party information disclosed by one party to the other party in confidence.

Course means any course (whether online or in-person) provided by Songbird Society.

Course Materials means any and all written and oral materials, communications developed by Songbird Society relating to or otherwise connected with or forming part of the Course developed by Songbird Society to be delivered to you and course participants including without limitation documents, images, text, know-how, expertise and information, ideas, designs, concepts, original compositions, printing templates and pro-formas, brochures, artwork, finished advertisements, radio and television commercials and all trademarks and trade names, brand names, trade symbols, logos, slogans or other indicia prepared, created or developed by Songbird Society.

Enrolment is acceptance by Songbird Society of your enrolment in the Course, in accordance with clause 3.5 of these Terms.

Enrolment Form means the form accessible at [coming soon] required to be completed for enrolment.

Course Fee means the fee detailed at the Enrolment Form.

Intellectual Property Rights means all rights (whether or not patented or patentable, registered or registrable, protected by copyright or otherwise protected or capable of protection by law, and whether or not secret or confidential) in connection to any work authored, made, created and/or developed by Songbird Society, including but not limited to, all invention and improvement, discovery, know-how, concept, idea, methodology, trade secret or trade dress and get up, patent, copyright, trade mark (including service mark), unregistered trade mark, design, domain name, business name, brand name, process, technical or business information or records, software, formula, and including any derivatives or adaptations of any of the foregoing.

Permitted Purpose means personal development and learning for your own benefit only. For avoidance of doubt, any Confidential Information and Intellectual Property Rights may not be accessed, viewed or used by or shared with any third-party even if incidental to the Permitted Purpose.

2. General

2.1. Songbird Society reserves the right to change these Terms and any of the Policies at any time by updating these Terms and/or Policies (as applicable) on the Songbird Society Service. Except where required by law, we are under no obligation to provide you with individual notice of any changes. As such, we recommend that you regularly check the Songbird Society Service for updates. Your continued use of the Songbird Society Service after such changes will signify your acceptance of the amended Terms and Policies (as applicable). If you do not agree with any of the amended Terms or Policies then please do not continue to access or use the Songbird Society Service.

2.2. By using the Songbird Society Service:

- (a) You warrant that you are over the age of 18 and have the right and authority to enter into a binding contract with us and are not prohibited from doing so under any applicable laws, rules, and regulations;
- (b) If you are not 18 years or older you must not use the Songbird Society Service without your parent or guardian's express consent and provided your parent or guardian warrants and undertakes that your parent or guardian agrees to these Terms and undertakes to be liable for the same on your behalf;
- (c) We may, in our sole discretion, refuse to offer access to any part of the Songbird Society Service to any person or entity and may change the eligibility criteria for access to the Songbird Society Service at any time; and
- (d) You acknowledge that we collect personal information about you in order to create your Songbird Society Account in accordance with our Privacy Policy linked at <https://www.songbirdsociety.com/privacy-policy>.

3. Registration

3.1. Songbird Society may require you to register your personal details to set up an account (your "**Songbird Society Account**"). This can be done via personal email. You will be able to modify your Songbird Society Account details by going into the account settings in your profile.

3.2. You warrant that you have read and agree to our Policies before creating a Songbird Society Account and that all information contained within the Songbird Society Account is true, accurate and complete.

3.3. You agree that you will be the sole user of your Songbird Society Account and that you will not allow any third parties to access your Songbird Society Account.

3.4. If you register and create a Songbird Society Account, you agree to be responsible and/or liable for maintaining the confidentiality and security of passwords and other account identifiers which you nominate, and all activities that occur under such password or account identifiers.

3.5. Your Songbird Society Account will form part of Enrolment to the Course (if applicable), Enrolment is complete when:

- (a) a complete and accurate Songbird Society Account is submitted;
- (b) a completed Enrolment Form is received and processed by Songbird Society; and
- (c) payment for the Course Fee is made.

3.6. You agree to notify Songbird Society of any loss of your password or your Songbird Society Account identifiers and any unauthorised use of your password or Songbird Society Account identifiers by emailing us at yourfriends@songbirdsociety.com.

3.7. By registering for a Songbird Society Account, you further agree that:

- (a) you will not create more than one personal Songbird Society Account;

- (b) you will not create a Songbird Society Account for anyone but yourself;
- (c) you will not create a Songbird Society Account with false information;
- (d) if we disable your Songbird Society Account for any reason, that you will not attempt to make a new Songbird Society Account; and
- (e) you will not transfer your Songbird Society Account to any third party without first gaining our written permission.

4. Use of Songbird Society Service

- 4.1. The Songbird Society Service will not operate on a continuous basis and may be unavailable from time to time (including for maintenance purposes), without prior notice or liability to you. In addition, we may alter, amend, modify, or update any aspect or part of the Songbird Society Service at any time in our sole discretion, and we may, at our sole discretion, permanently or temporarily discontinue or suspend the Songbird Society Service, or any element of the Songbird Society Service, at any time without prior notice or liability to you.
- 4.2. You acknowledge that we are not liable for any loss or damage whatsoever, howsoever caused, resulting from:
 - (a) any action taken or reliance made by you on the functionality of any part or whole of the Songbird Society Service; or
 - (b) any action taken or reliance made by you on any content, information, or material on the Songbird Society Service.
- 4.3. You acknowledge that Songbird Society is not responsible for any interactions or communications that you may have with any user on the Songbird Society Service. Songbird Society is not directly involved in any communications between you and any other user. Although Songbird Society will use reasonable endeavours to monitor and remove any content or material that infringes our Terms or Policies, you acknowledge that Songbird Society is not responsible for the acts or omissions of any user. Songbird Society makes no representations about the suitability, reliability, or accuracy of any content or information provided by any user whether provided on the Songbird Society Service or in interactions between you and the user whether via the Songbird Society Service or otherwise. You hereby indemnify Songbird Society against any claim, injury, damage or cost arising out of any communications you may have with any user through or in connection to the Songbird Society Service.

5. Provision of the Course

- 5.1. Any Course forms part of the Songbird Society Service. Songbird Society will deliver the Course to you (including the provision of relevant Course Materials), for the sole purpose of learning, training, demonstration and your sole and only personal development, on a professional basis consistent with best practices in the industry
- 5.2. Subject to otherwise complying with its obligations under these Terms, Songbird Society shall exercise its independent discretion as to the manner in which it provides the Course.
- 5.3. You acknowledge and agree that:
 - (a) the Course is being provided on a consultancy basis;
 - (b) any decisions you make based on any advice or recommendation is at your sole risk;
 - (c) the Course does not result in any qualification or certificate equivalent under the Australian Qualification Framework and completion of the Course is for your sole personal development;
 - (d) Songbird Society cannot predict nor guarantee the ultimate success of any outcomes in connection to the Course; and
 - (e) the Course may include technical inaccuracies or errors and Songbird Society does not make any representations or warranties as to the accuracy or completeness of any information contained in the Course and Course Materials.
- 5.4. Songbird Society reserves the right (and in its sole discretion) to suspend or terminate the Course or any part of the Songbird Society Service to you, where you have failed to make payment of the Fee, comply with these Terms or breached any right, provision or obligation under these Terms.

6. User Content

- 6.1. You may provide, submit, upload, post, publish, or communicate any original material or content, owned or properly licensed by you, to or via the Songbird Society Service ("**User Content**"). Nothing herein transfers the ownership of any User Content to us unless otherwise the agreed.
- 6.2. By creating a Songbird Society Account, you grant us a perpetual, worldwide, non-exclusive, transferable, sub-licensable, royalty-free right and licence to transmit, host, store, use, copy, display, reproduce, adapt, edit, publish, communicate to the public, perform in public, modify, and distribute your User Content via the Songbird Society Service. This licence is granted by you to us for the limited purpose of operating, developing, providing, and improving the Songbird Society Service (including any use of the User Content during the Course) and researching and developing new services. You agree that any User Content may be viewed by other users and including any person visiting or participating in any Course.
- 6.3. You are solely responsible for all User Content. You warrant that:
 - (a) you have all rights necessary in the User Content;
 - (b) User Content does not violate the rights of any third party, any agreements, or any applicable laws. For the avoidance of doubt, by uploading any User Content that includes any third party materials (e.g. music, sound recordings, artwork, lyrics, literary works etc), you warrant that you are solely responsible for ensuring that you have the rights to incorporate such materials into the User Content and to use it in the manner contemplated by these Terms.
 - (c) User Content is not, and is not intended to be, covered by any guild, union, collective bargaining, management, agency, or similar agreement and there will be no residual or any other type of payment due from Songbird Society to you, to any third party, guild, union, management, or agent, or pursuant to any collective bargaining agreement, in connection with any User Content, payment from us to you, or the Songbird Society Services; and
 - (d) Songbird Society is not obligated to make any payments to you arising from upload of any User Content. For the avoidance of doubt, the User Content may be uploaded or requested during the Course as an exercise and for feedback relevant to the Course.
- 6.4. You agree that you will not add/remove any User Content to/from the Songbird Society Service:
 - (a) unless you hold all necessary rights, licences and consents to do so;
 - (b) that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
 - (c) that would be in breach of these Terms, including any of our Policies;
 - (d) which:
 - (i) infringes the intellectual property or other rights of any third party, or otherwise links to infringing or unauthorised content;
 - (ii) brings or could bring Songbird Society into disrepute;
 - (iii) is or could reasonably be considered to be deceptive, misleading, false, fraudulent, obscene, defamatory, disparaging, libelous, seditious, offensive, scandalous, sexually explicit, blasphemous threatening, harassing, vulgar, indecent, profane, hateful, degrading, discriminatory, intimidating, graphically violent, liable to incite racial hatred, racially or ethnically offensive, encourages criminal conduct, or is otherwise inappropriate;
 - (iv) creates or attempts to create any commercial affiliation where one does not exist;
 - (v) unlawfully impersonates any person (including by way of celebrity look-a-likes or sound-a-likes), or states or misrepresents any affiliation with any person where such affiliation does not exist;
 - (vi) depicts, encourages, promotes or induces conduct that could violate any law or give rise to criminal or civil liability;
 - (vii) is in breach of confidence or in breach of privacy, or contains any confidential information, material, or non-public information about any individual, person, or company without express approval of the individual, person, or company;

- (viii) contains or omits any information or instruction that might be injurious to any person's wellbeing; or
 - (ix) is otherwise objectionable to Songbird Society in its sole discretion.
- 6.5. You understand and agree that we may, but are not obligated, to monitor or review any User Content. We may delete any User Content, in whole or in part that, in our sole judgment, violates these Terms or may harm the reputation of Songbird Society or the Songbird Society Service.
- 6.6. Although we reserve the right to review, edit, and/or remove User Content that violates these Terms, such User Content is the sole responsibility of the user who posts it, and we cannot guarantee that all users will comply with these Terms. For the avoidance of doubt, under no circumstances will Songbird Society be liable in any way for any User Content including, but not limited to, any errors or omissions in any User Content, or any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available on or through the Songbird Society Service.

7. Ownership of Songbird Society Intellectual Property

- 7.1. You acknowledge that Songbird Society owns or licences all legal right, title and interest in and to the Songbird Society Service and all materials on the Songbird Society Service (other than User Content), including all intellectual property rights which subsist in the Songbird Society Service including but not limited to all Course Material, data, text, graphics, logos, photos, music, lyrics, recordings, videos, software, downloads, look, feel, chats, etc, (the **"Songbird Society Materials"**). Unless approved in writing by Songbird Society, you hereby agree not to sell, license, distribute, copy, modify, perform, edit or otherwise make use of the Songbird Society Materials. Your access to the Songbird Society Service does not give you any ownership rights to the Songbird Society Service.
- 7.2. In using the Songbird Society Service you shall not, or permit anyone else to, copy, modify, translate, adapt or otherwise create derivative works or improvements, reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Songbird Society Service or any part thereof. In addition, you agree not to remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices on the Songbird Society Service.
- 7.3. Subject to these Terms, Songbird Society grants you a limited, non-exclusive, non-transferable, revocable licence to use the Songbird Society Service excluding the Course and Course Materials (refer to clause 7.4) for the primary purpose of viewing and interacting with Songbird Society's content. Your licence shall remain in effect until terminated by you or Songbird Society. You warrant that you will not copy, reproduce, communicate to the public, perform to the public, redistribute, transfer, exploit or otherwise use the Songbird Society Service whatsoever without Songbird Society's prior written consent. For avoidance of doubt, use of the Course and Course Materials are detailed at clause 7.4.
- 7.4. Subject to these Terms and upon completion of Enrolment, Songbird Society grants you a limited, non-exclusive, non-transferable, revocable licence to use the Course Materials for the Permitted Purpose for the period of the Course selected in your Enrolment Form. This licence shall remain in effect until terminated by you or Songbird Society. You warrant that you will:
- (a) **Not Copy**: You must not copy for any reason other than the Permitted Purpose any part of the Course and Course Materials in any way, including by manual or automated means.
 - (b) **Not Modify**: You will not, and will not permit anyone else to modify, adapt, translate, reformat, create a derivative work of, or alter any part or whole of Course Materials.
 - (c) **Not Transfer**: You must not share, transfer, license, sublicense, rent, lend, commercialise, offer for sale, sell, or monetise the Course Materials.
 - (d) **Not Broadcast**: You must not broadcast, transmit or otherwise display in a public form or any venue, the Course Materials or any part of the Course.
 - (e) **Not Duplicate**: You must not install, use or reproduce the Course Materials for any reason other than the Permitted Purpose, on more than one device (including but not limited to computer or electronic device).

- (f) No Commercial Use: You must not use or exploit the Course Materials for any commercial purpose.
- (g) Use for a Lawful Purpose: You shall not use, or allow to be used, Course Materials for any unlawful purpose or in any unlawful manner.

7.5. You agree not to use any Songbird Society Materials in a way that is likely or intended to cause confusion about the owner of the intellectual property of such materials.

8. Payments Made on the Songbird Society Service

- 8.1. You acknowledge that Songbird Society may charge or introduce a fee or fees to access or use any part or whole of the Songbird Society Service in addition to any Course Fees ("**Service Fees**"). Service Fees for access or use of the Songbird Society Service will be published on the Songbird Society Service (as updated from time to time).
- 8.2. You acknowledge that any all fees, including Service Fees and Course Fees ("**Fees**"), paid by you are non-refundable and non-returnable unless agreed in writing by Songbird Society in its sole discretion, provided that Course Fees are subject to any consumer guarantees required at law.
- 8.3. Songbird Society may utilise third party payment platforms to process Fees ("**Payment Provider**"). Any Fees processed through a Payment Provider will be in accordance with the general terms of that Payment Provider. You are responsible for making your own enquiries into the terms and conditions of the relevant Payment Provider. All enquiries or issues relating to processing of Fees must be directed to the Payment Provider. In no event shall Songbird Society be responsible or liable for any Fee processing issue or error through a Payment Provider.
- 8.4. Payments via the Payment Provider are in Australian dollars unless the Payment Provider permits you to choose another currency and you do so.
- 8.5. You acknowledge, confirm, and agree that:
 - (a) all details you provide to Songbird Society and the Payment Provider are true and accurate, that you are an authorised user of the credit or debit card used make payments to Songbird Society and that there are sufficient funds to cover the cost of the Songbird Society Service;
 - (b) the Course Fee is payable by you even if the Course is not used (in part or whole) or completed by you; and
 - (c) Songbird Society may, at our sole and absolute discretion, increase, decrease, modify, alter, introduce or remove any fee or tariff charged by us, either permanently or temporarily.

9. Warranties and Responsibilities

- 9.1. You represent and warrant that you will not, in connection to the Songbird Society Service:
 - (a) copy, reproduce, redistribute, record, download, transfer, communicate to the public, perform or display to the public, broadcast or otherwise make available to the public any part of the Songbird Society Service (including any User Content), or otherwise make use of the Songbird Society Service (including any User Content) in a manner that is not expressly permitted by these Terms;
 - (b) use, share, upload, create or deal in any way with any material which infringes or violates any third party rights, including the intellectual property rights in the Songbird Society Service;
 - (c) sell, rent, licence or leasing of any part of the Songbird Society Service;
 - (d) circumvent, restrict, interfere or disable the security-related features of the Songbird Society Service;
 - (e) harvest or collect personal information about other users whether or not for commercial purposes, without Songbird Society's written consent;
 - (f) falsely state or otherwise misrepresent your affiliation with a person or entity;
 - (g) threaten, stalk, intimidate, harass, bully, assault, pester or otherwise do anything else unwanted to another person;
 - (h) use offensive, vulgar, profane, invasive, abusive or obscene language or gestures;

- (i) use racial, religious or sexually offensive language or gestures;
- (j) use, share, upload, create or deal in any way with material that is defamatory, libellous, derogatory, malicious, demeaning or hateful;
- (k) use any robot, spider, website search/retrieval application, or other manual or automatic device or process to retrieve, index, 'data mine', 'scrape' or in any way reproduce or circumvent the navigational structure or presentation of any part or whole of the Songbird Society Service or its contents;
- (l) interfere with or disrupt the Songbird Society Service, or the servers or networks connected to the Songbird Society Service;
- (m) post, email or otherwise transmit any material that contains software viruses, 'Trojan horses', 'copybots', 'worms', 'spyware', 'time bombs', 'cancelbots' or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any software, hardware or telecommunications equipment on the Songbird Society Service;
- (n) forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Songbird Society Service;
- (o) 'frame' or 'mirror' any part of the Songbird Society Service, without Songbird Society's prior written authorisation. Users also shall not use meta tags or code or other devices containing any reference to the Songbird Society Service in order to direct any person to any other website for any purpose;
- (p) directly or indirectly send 'spam', 'junk mail', 'chain letters', 'pyramid schemes' or any other form of solicitation, unauthorised advertisements or unauthorised promotion;
- (q) intentionally damage or interfere with the Songbird Society Service or the use of the Songbird Society Service by any means, including but not limited to via use of viruses, adware, spyware, worms or malicious code; and
- (r) take action to circumvent any measures that Songbird Society may use to restrict access to the Songbird Society Service.

9.2. You agree that Songbird Society reserves all rights and remedies against you if you violate these Terms.

9.3. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE CONDUCT OF USERS. WE RESERVE THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS AT ANY TIME USING AVAILABLE PUBLIC RECORDS BUT ARE UNDER NO OBLIGATION TO DO SO.

9.4. THE SONGBIRD SOCIETY SERVICE AND ALL INFORMATION AND MATERIALS PROVIDED THROUGH THE SAME ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SONGBIRD SOCIETY, AND EACH OF ITS JOINT VENTURERS, LICENSORS, SUPPLIERS, VENDORS, DISTRIBUTORS, ADVERTISERS AND OTHER CONTRACTING PARTIES, SPECIFICALLY DISCLAIM ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHER, NO WARRANTIES SHALL BE IMPLIED BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE.

10. Termination

10.1. You agree and acknowledge that Songbird Society may suspend or terminate any Songbird Society Account that you may have with Songbird Society or your use of the Songbird Society Service (including use of the Course) and remove or suspend any part or all of your Songbird Society Account at any time for any reason, including but not limited to if Songbird Society believes that you have breached these Terms, without notice to you. You agree that Songbird Society will not be liable to you or any third parties for any such termination or suspension and that any termination or suspension does not limit any other remedies that Songbird Society may have against you at law.

10.2. You may terminate your Songbird Society Account at any time via your account settings subject to clause 10.3 herein.

- 10.3. You agree that upon suspension or termination of this Agreement:
- (a) clauses 6, 7, 9, 10, 11, 12, 13 and 14 continue to survive termination and apply to you;
 - (b) any rights granted hereunder shall automatically terminate; and
 - (c) you shall immediately forfeit monies paid to Songbird Society (if any), and additionally pay the balance of the full amount of the Course Fee (if applicable).

11. Third-Party Websites, Goods, and Services

- 11.1. The Songbird Society Service may contain links to websites, goods, and services operated or provided by third parties. Those links are provided for convenience and may not remain current or be maintained. Songbird Society does not endorse any of these third parties or the information, products or services that they provide. Any correspondence between you and the third party are solely between you and the third party and your access and use of the third party services are solely at your own risk. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

12. Disclaimer

- 12.1. We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of the Songbird Society Service or a third-party linked website. You must take your own precautions to ensure that whatever you select for your use of the Songbird Society Service is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.
- 12.2. We may, from time to time and without notice, change or add to the Songbird Society Service (including these Terms) or the information, products or services described in it. However, we do not undertake to keep the Songbird Society Service updated. We are not liable to you or anyone else in relation to any error or omission in connection to the Songbird Society Service, including if certain content or information is not up-to-date.

13. Limitation of Liability and Indemnity

- 13.1. To the maximum extent permitted by law, Songbird Society, its officers, directors, employees, affiliates, agents, licensors and assignees disclaim all liability, whether based in contract, equity, tort (including negligence), strict liability or otherwise, and further excludes liability for any incidental, consequential or punitive damages arising out of these Terms or your use or attempted use of the Songbird Society Service, including but not limited to:
- (a) any loss of data and network damage caused by using the Course or Course Materials or any third party links, including any damage resulting from computer viruses;
 - (b) all liability in respect of any injury (including but not limited to vocal injury), illness, damage to property, death or bodily harm; and
 - (c) all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.
- 13.2. To the extent permitted by law, Songbird Society's liability to you in respect of any claim for damages, shall at Songbird Society's option be limited to:
- (a) the supply of the services again; or
 - (b) returning payment of the Course Fee.
- 13.3. To the extent permissible by law, you indemnify Songbird Society and its officers, directors, employees, affiliates, agents, licensors and assignees against any costs, expenses, losses, damages and liability arising out of:
- (a) your breach of these Terms;
 - (b) your use or misuse of the Songbird Society Service;
 - (c) your breach of any law, regulation or third party right; or
 - (d) any claim that you or your User Content caused damage to a third party.

14. Miscellaneous

- 14.1. These Terms, and any rights and licences granted hereunder, may not be transferred or assigned by you, but may be assigned by Songbird Society without restriction.

- 14.2. The failure to require performance of any provision shall not affect either Songbird Society's or your right to require performance at any time thereafter, nor shall a waiver of any breach or default of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any portion of these Terms is found to be unenforceable, such portion will be modified to reflect the parties' intention and only to the extent necessary to make it enforceable, and the remaining provisions of this Agreement will remain in full force and effect.
- 14.3. These Terms shall be governed and construed in accordance with the laws of South Australia, Australia. If a court proceeding is permitted under these Terms, then you and Songbird Society agree to submit to the personal and exclusive jurisdiction and venue of the state and federal courts located within South Australia, Australia.
- 14.4. These Terms represent the entire agreement between you and Songbird Society relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these Terms or policies made by Songbird Society as set forth above.
- 14.5. No agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by these Terms.