



Terms and Conditions

Revision 1.2 December 2005

Definitions:

The Service "The Service" means the provision of a web site or sites, supporting software, hardware and infrastructure to provide the outcomes listed in the agreement. Unless specified, it includes both the ResultsVault service and the SportzVault service.

InteractSport "InteractSport" refers to Interact Sport P/L (ACN 111 117 116)

ResultsVault "ResultsVault" refers to the ResultsVault service available at www.resultsvault.com

SportzVault "SportzVault" refers to the SportzVault service available at www.sportzvault.com and the CricketVault service available at www.cricketvault.com. The SportzVault and CricketVault services are treated the same for the purposes of these Terms & Conditions.

The Agreement "The Agreement" is this document and any other schedule or service description signed by both The Client and InteractSport.

The Client "The Client" means the person, organisation, sporting body or entity contracting InteractSport to supply the service.

Administrative Access "Administrative Access" means access to the administration areas of the site(s) for the purposes of carrying out data upload, maintenance or administration. This area is password protected.

Public Access "Public Access" means access to the public web site to view results, statistics, and other information. It is not password protected.

1. Service Term

- a. The service term is defined in The Agreement.
- b. If The Agreement is not extended or renegotiated after expiry, InteractSport reserves the right to terminate or restrict access to The Service including Administration and Public access.
- c. InteractSport is under no obligation to keep, maintain or backup data that had been previously entered or uploaded by The Client after an agreement has expired or has been terminated.
- d. InteractSport is not bound to provide any form of access or service after The Agreement has expired or has been terminated.
- e. A current agreement automatically gives Administrative and Public Access to all past seasons data that has been covered under a previous agreement or request for service.
- f. InteractSport reserves the right to terminate or restrict The Service including Administration and Public Access for failure to pay for services from 14 days after written notice to terminate is given.
- g. InteractSport reserves the right to terminate or restrict The Service immediately without notice if any of the Conditions of Use in section 5 are breached by The Client.

2. Service Provision, Inclusions and Exclusions

- a. The service inclusions are described within the attached agreement, relating to the number of teams covered.
- b. InteractSport will provide The Service so that it is:
 - i. available to the maximum extent possible within our control, notwithstanding any planned system outages for upgrades and maintenance that we may announce from time to time
 - ii. acceptable in terms of performance and speed, being comparable with other major web sites
 - iii. recoverable in case of system crash, accident or disaster so as to minimise downtime and data loss
- c. InteractSport is not bound to manually provide any data extracts during or after the term of the agreement. The Client may obtain data extracts via the relevant administration functions at any time, subject to Clause 1d above.
- d. The Client is responsible for the integrity of equipment and software used to transmit data to The Service and to pay for Internet service costs associated with such transmission.
- e. Extra services not covered in the attached agreement, requested by the Client, will be paid at the time of request.

3. Confidentiality and Privacy

- a. Notwithstanding procedures established by InteractSport to restrict access to some client data through the use of passwords, due to the public nature of the Internet all material submitted to The Service, including e-mail send from The Service, will be considered publicly accessible. InteractSport makes no warranties as to confidentiality, secrecy or privacy of any information so submitted or sent, whether or not the Client expressly informs InteractSport or it can be reasonably inferred such information is confidential or private.
- b. InteractSport warrants that its standard operating procedures when dealing with personal information are compliant with the regulations as outlined in the Australian Privacy Act 1988. The Privacy Policy of InteractSport is included in the Web Site at <http://www.interactsport.com/>.

4. Limitation/disclaimer of Liability

- a. We accept liability for the supply of the Service but only to the extent provided in this clause.
- b. InteractSport does not represent or warrant that The Client will receive continual and uninterrupted Service during the term of this agreement. In no event shall InteractSport be liable to The Client for any damages resulting from or related to any failure or delay of InteractSport to provide services under this agreement, if such delay or failure is due to an act of God, any governmental authority, war, civil disturbance, court order, labor dispute, third party nonperformance caused by an act of force majeure as defined in this Section, or any other cause beyond its reasonable control, including without limitation failures in telecommunications equipment or lines, Internet connections, or other equipment. Such nonperformance shall not be a default under this Agreement or a ground for termination of this Agreement
- c. We accept liability where:
 - i. the Service is not supplied with due care and skill;
 - ii. any material supplied in connection with the Service is not reasonably fit for the purpose for which it was supplied; and
 - iii. we are otherwise required to do so by the Trade Practices Act.
- d. Our liability under clause 4c is limited to, at our option:
 - i. resupplying or paying for the costs of having the services resupplied, if the liability relates to services; or
 - ii. repairing the goods or refunding the purchase price of the goods, if the liability relates to goods.
- e. Other than liability accepted by us in clause 4c, we exclude all liability for indirect and consequential loss or damage of any kind, loss or corruption of data, loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind, in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to this agreement and/or its subject matter.
- f. Other than liability accepted by us in clause 4c, our total liability for loss or damage of any kind not excluded by clauses 4b and 4e, however caused, in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to this agreement and/or its subject matter is limited in aggregate for any and all claims to \$10.
- g. Under this Agreement, InteractSport will not be held liable for any breach of privacy as defined in the federal Privacy Act 1988 by you. You will solely defend any claim made against you for such a breach and not rely on InteractSport in anyway to assist your defence.

5. Conditions of Use

- a. The Client is deemed responsible for the actions of any person that they authorise for administrative access by providing a system login.
- b. The Client must not grant logins or pass on login or password information to any person or party who do not directly carry out data entry or administrative functions for the Client.
- c. The Client must not use the Service, attempt to use the Service or allow the Service to be used in any way:
 - i. to send unsolicited "spam" email
 - ii. to upload pornographic images or material
 - iii. which results in you or InteractSport breaching, or being involved in a breach of a law, order or regulation (including a foreign law, order or regulation), a mandatory code of conduct; or a voluntary code of conduct that you have agreed to comply with;
 - iv. which results, or could result, in damage to property or injury to any person;
 - v. which enables a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you;

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- vi. which incites discrimination, hate or violence towards one person or group because of their race, religion, gender or nationality;
 - vii. to send, display or be otherwise involved in material which is obscene or defamatory;
 - viii. which is, or which would be considered by a reasonable person to be, offensive or abusive;
 - ix. to engage in any misleading or deceptive business or marketing practice;
 - x. that involves providing or promoting illegal pyramid selling schemes or unlawful gambling or gaming activities;
 - xi. which infringes InteractSport's or any other person's rights (including intellectual property rights and moral rights);
 - xii. which constitutes a misuse of InteractSport's or any other person's confidential information;
- d. Where the Service has not been used in accordance with the requirements in Clause 5c:
- i. The Client takes full responsibility for the entry of, and accuracy of all information and agrees to indemnify InteractSport for any action or damage arising from any content created by the Client.
 - ii. InteractSport reserves the right to terminate services to a client immediately without notice.

6. Warranty

- a. The Licensee acknowledges that the Service cannot be guaranteed free of errors and further acknowledges that the existence of any such errors shall not constitute a breach of this Agreement.

7. Ownership of Intellectual Property and Data

- a. The Client acknowledges and agrees that all right, title and interest in the Services, including technology embodied therein, or used in connection with the Services, and any custom developments created or provided in connection with this Agreement, including all copyrights, patents, moral rights, trade secrets, trademarks and other proprietary rights, and any derivative works thereof, shall belong solely and exclusively to InteractSport.
- b. The Client shall retain ownership of all copyright in materials, data or other information submitted to the Service.
- c. The Client grants InteractSport royalty free, perpetual, irrevocable, assignable, non-exclusive right to copy, re-publish and distribute any materials, data or other information submitted to the ResultsVault Service and will not submit any content unless able to grant this right. InteractSport will not apply these rights in such a way as to contradict the Privacy Policy included in the Web Site at <http://www.interactsport.com/>.
- d. The granted rights referred to in clause 7c do not apply to any materials, data or other information submitted to the SportzVault service.

8. Governing Law

- a. This Agreement will be governed by and interpreted in accordance with the laws of Victoria (Australia) and the parties agree to submit to the non-exclusive jurisdiction of the courts of Victoria.

9. Waiver

- a. Waiver by a party of any breach by the other party shall not be deemed a waiver of any other or subsequent breach.

10. Entire Agreement

- a. This Agreement comprises the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations and correspondence between the parties with respect to that subject matter.