

Website Terms of Use

A GENERAL TERMS

These General Terms apply to all users of the LocoTV website.

A1 About this website

The LocoTV website is owned and operated by LocoTV under the domain name www.locotv.com.au.

Your use of the information, graphics, text, software and materials (**Content**) on the LocoTV website is governed by these Terms of Use and our [Privacy Statement](#). By using the LocoTV website, you agree to be bound by these Terms of Use.

In addition to these Terms of Use, other terms of use or conditions may apply to your use of specific parts of the LocoTV website. By using these parts of the LocoTV website, you also agree to be bound by these additional terms.

If you use the LocoTV website or register to become a Subscriber on behalf of an association or other legal entity, you warrant that:

- (a) you have full legal authority to bind the association or other legal entity to these Terms of Use; and
- (b) both you and the association or other legal entity on whose behalf you are entering into these Terms of Use will be bound by these Terms of Use.

A2 Persons under the age of 18 years

- (a) Some Content on the LocoTV website may not be appropriate for persons under the age of 18 years.
- (b) If you are under the age of 18 years, you should ask your parent(s) or legal guardian for permission to visit the LocoTV website.
- (c) If you are a parent and you allow your child to use the LocoTV website, you should supervise your child at all times. We strongly encourage parents to supervise their child's use of the internet and to teach them how to use the internet safely. For example, children should be taught:
 - (1) not to give out personal information, such as their full name, address or telephone numbers;
 - (2) not to fill out any forms or member registration screens without first asking their parent(s) for permission;
 - (3) not to download anything without first asking their parent(s); and
 - (4) to tell their parent(s) if someone or something makes them feel uncomfortable or scared.

A3 Links to other websites

The LocoTV website may contain links to third party websites. We do not sponsor or endorse the operators or content of any linked websites. Subject to any applicable law which cannot be excluded, we make no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any linked websites, material or products or services.

A4 Information available on the LocoTV website

The LocoTV website provides general information only. Some parts of the LocoTV website's content is provided by third parties or other users of the LocoTV website.

We do not warrant the accuracy, correctness or completeness of any of the information or services provided on the LocoTV website, which are provided on an "as is" basis.

A5 Comments

A5.1 Posting comments

The LocoTV website provides facilities whereby you can post comments (**Your Comments**) onto the LocoTV website.

Your Comments will be publicly available to all users of the LocoTV website. We accept no responsibility for third party use of Your Comments, or for your use of comments that are posted by another user of the LocoTV website.

We accept no responsibility for monitoring the LocoTV website for inappropriate or illegal comments posted by you or other users, or for any of Your Comments that are inappropriate, misleading or illegal. Even if we choose at any time, in our sole discretion, to monitor the comments, we assume no responsibility for any of the comments, no obligation to modify or remove any inappropriate comments, and no responsibility for the conduct of the user submitting any such comments.

A5.2 We may edit and remove Your Comments

While we are under no obligation to do so, we retain the right to review, edit, or remove from the LocoTV website any of Your Comments, in whole or in part, at any time and without notice to you.

A5.3 You are solely responsible for Your Comments

You are solely responsible for Your Comments and for your interactions with other users of the LocoTV Website (including Subscribers). We do not endorse and have no control over Your Comments.

A5.4 Comments that are prohibited – some examples

Without limiting any other part of these Terms of Use, following is a partial list of the kind of comments that are illegal or prohibited to post on the LocoTV website. Your Comments must not:

- (a) be patently offensive or promote racism, bigotry, hatred or physical harm of any kind against any group or individual;

- (b) harass or advocate harassment of another person;
- (c) contain nudity, violence, or offensive subject matter or contain a link to an adult website;
- (d) promote conduct that is abusive, threatening, obscene, defamatory or libellous;
- (e) promote an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- (f) contain restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- (g) promote any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to, making or buying illegal weapons or devices, violating someone's privacy, or providing or creating computer viruses;
- (h) promote activities that may cause harm to other people, including without limitation the sale or exchange of dangerous goods, weapons, devices or animals;
- (i) involve commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; or
- (j) include a photograph of another person that you have posted without that person's consent.

LocoTV will comply with law enforcement requests for information to assist with inquiries related to any illegal activities.

A5.5 Intellectual property rights in Your Comments

You must own all intellectual property rights in Your Comments and be permitted to post them on the LocoTV website.

You represent and warrant that the posting of Your Comments does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees and any other money owing to any person by reason of Your Comments.

By posting Your Comments to the LocoTV website, you grant us a perpetual, non-exclusive, worldwide, irrevocable, royalty-free, license to use, reproduce, republish, modify and exploit (including the right to sub-licence) Your Comments, in any form or on any medium and for any purpose, including but not limited to posting Your Comments on the LocoTV website or any third party website, using Your Comments in any publication, database, archive, library or using Your Comments for any promotion or marketing activity.

A6 Availability of the LocoTV website

As electronic services are subject to interruption or breakdown, access to the LocoTV website is offered on an "as is" and "as available" basis. We may withdraw the LocoTV website at any time and without notice to you.

A7 Intellectual property rights

A7.1 Our Content

All intellectual property rights in the Content is owned or licensed by LocoTV.

LocoTV grants you a limited, revocable, non-sub licensable licence to view the Content solely for your personal use in connection with using the LocoTV website.

Except where necessary for viewing the Content on the LocoTV website on your browser, you must not reproduce, modify, translate, publish, upload to a third party, link to, frame, perform in public, distribute or transmit any of the Content in any form by any process without LocoTV's specific prior written consent.

A7.2 Proprietary marks

"LocoTV", and all associated trademarks, are trademarks of LocoTV.

You must not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the LocoTV website.

A7 Warranties

We do not guarantee or warrant the accuracy, adequacy or completeness of Content on the LocoTV website. All Content is provided on an "as is" basis and without guarantees or warranties of any kind, either express or implied. All terms implied by law, except those that can not be lawfully excluded, are excluded. All Content is subject to change without notice. We do not warrant that the LocoTV website or any linked websites will be free from viruses or defects.

A8 Limitation of Liability

Subject to any responsibilities implied by law and which cannot be excluded, LocoTV and its directors, employees, agents and contractors, are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to any Content on the LocoTV website, to any material on linked websites, or to your access or use of the LocoTV website, howsoever caused, whether in contract, tort (including negligence), statute or otherwise.

Our liability for breach of a condition or warranty implied by law which cannot be excluded is limited to the extent possible, at our option, to the supply of the goods or services again, the repair of the goods, or the payment of the cost of having the goods or services supplied again or repaired.

A9 Indemnity

You indemnify LocoTV in respect of any liability, loss, damage, cost or expense suffered or incurred us arising from or in connection with your breach of these Terms of Use, your use of the LocoTV website, or Your Content being posted on the LocoTV website or our or any third party's use of or reliance on Your Content.

A10 Copyright and trade marks

Copyright in the Content on the LocoTV website is owned or licensed by LocoTV, unless indicated otherwise.

Except where necessary for viewing the Content on this website or your browser, or as permitted under the Copyright Act 1968 (Cth) or other applicable laws or these Terms of Use, no Content on the LocoTV website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without our prior written consent.

“LocoTV” and all associated trade marks, are trade marks of LocoTV. Third party trade marks are trade marks of the respective third parties.

A11 Linking to the LocoTV website

Please contact LocoTV if you would like to place a link to any part of the LocoTV website.

A12 Acceptance and changes to these Terms of Use

You acknowledge and accept that your use of the LocoTV website indicates your acceptance of these Terms of Use. We may at any time vary the Terms of Use by publishing the varied Terms of Use on the LocoTV website. You accept that by doing this, we have provided you with sufficient notice of the variation.

A13 Jurisdiction

The law applicable to the LocoTV website and to disputes arising from or in connection with the LocoTV website is the law of the State of Western Australia, Australia.

You irrevocably submit to the exclusive jurisdiction of the courts of Western Australia.

B PREMIUM CONTENT

The LocoTV website offers some content (**Premium Content**) that is available only to subscribed users of the LocoTV Website.

The terms set out in this section apply to users who register on the LocoTV website to become subscribed users (**Subscribers**). They apply in addition to all of the other terms set out in these Terms of Use.

If you are under the age of 18 years, you should ask your parent(s) or legal guardian for permission to register with LocoTV to become a Subscriber.

B1 Your warranties on registration

By using the Premium Content, you represent and warrant that:

- (a) all registration information you submit is truthful and accurate;
- (b) you will maintain the accuracy of such information; and
- (c) your use of the Premium Content does not violate any applicable law or regulation.

B2 Acceptance of your registration

We may choose to accept or decline your registration to become a Subscriber. We may terminate your membership at any time, without warning and without cause.

B3 Fees

We reserve the right to charge for the Premium Content and to change our fees from time to time in our discretion. If we terminate your subscription because you have breached these Terms of Use, you will not be entitled to the refund of any unused portion of those fees.

B4 Password

When you sign up to become a Subscriber, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another Subscriber at any time or to disclose your password to any third party. You agree to notify us immediately if you suspect any unauthorised use of your account or access to your password. You are solely responsible for any and all use of your account.

C Definitions

The meanings of the terms used in this document are set out below:

Content means all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of the LocoTV website.

General Terms means the terms and conditions set out in section A.

LocoTV, our, us or we means LocoTV Pty Ltd (ACN 131 735 898).

Premium Content is defined in section B.

Subscribers is defined in section B.

Terms of Use means these Website Terms of Use comprised of sections A to C (inclusive).

you or your means the person who accepts these Terms of Use, either personally or on behalf of an association or other legal entity and includes, if acceptance is on behalf of an association or other legal entity, the association or other legal entities' officers, employees, members and agents.

Your Comments is defined in clause A5.