

Terms of Use

Your use of the website <https://futureye.com> (the "website") is governed by these terms and conditions (collectively "the Terms").

The website is under the control of Futureye. By accessing and using the website you accept and agree to be bound by the Terms.

DO NOT USE THE WEBSITE OR UPLOAD OR DOWNLOAD CONTENT OR INFORMATION FROM THE WEBSITE IF YOU DO NOT AGREE TO THE TERMS.

Definitions

- "Futureye" or "we" or "us" means Futureye Pty Ltd ACN 081 569 413.
- "Content" includes information, images, videos and text found on the website.
- "Feedback" refers to all remarks, data, suggestions, methods, surveys, reports, processes and ideas (including any patentable ideas) and other Content you provide by using the website or provide about the website, Content, or any aspect of our operations, whether provided to Futureye or to persons working for Futureye.
- "User Generated Content" refers to Content and Feedback (including video material, posts, blogs, discussion threads, etc) uploaded by users, and includes Content and Feedback on behalf of third party users.
- "Privacy Policy" means the Privacy Policy relating to the website from time to time;
- "Viruses" means any viruses, time-bombs, back doors, trojan horses and any other form of malevolent or defective code or similar items and things.

Terms

1. All statements and materials posted by individual users of the website reflect the views of those contributors and do not reflect the views of Futureye.
2. The website is publicly viewable, but accounts and User Generated Content features (video posts, blogs, discussion threads, etc) are intended for use only by users who are aged 18 and older and who are registered and receive access through the log-in process ("Authorised Users"). By contributing User Generated Content consisting of videos, images, information or other content to the website, you represent and warrant that you are an Authorised User and that you have received an access credential authorising you to access the website.
3. You agree that when you submit User-Generated Content, such Content:
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 - (b) may be made available for viewing on the website.
4. Subject to our Privacy Policy, you grant Futureye a non-exclusive, perpetual, irrevocable, royalty-free, transferable, sub licensable, assignable, worldwide license to use, display, perform, broadcast and publish in public or private sites, newspapers or other media and reports any User Generated Content you submit (whether in full or in part) and other information you provide through or relating to the website.
5. All use of the website by you is subject to our Privacy Policy. Subject to our Privacy Policy, you acknowledge and agree that if you participate on blogs or discussion threads, or submit videos as part of, or to, the website, any personally identifiable information you submit as part of such blogs or discussion threads or as part of or in connection with such videos can be read, collected, or used by other users of these forums, and could be used to send you unsolicited messages. Futureye is not responsible for the personally identifiable information you choose to submit on, to, or as part of, the website or for the consequences of submitting such information.

6. You acknowledge and agree that you are solely responsible for all User Generated Content you upload to the website and you release and indemnify Futureye, its officers, employees, agents and representatives from and against any and all liability and costs arising out of or incidental to the User Generated Content uploaded by you and any breach by you of these Terms.
7. You agree not to use the website or any Content unlawfully or for illegal purposes, or in violation of any academic or ethical code of conduct, policy or to advertise or market to other users.
8. You accept and acknowledge that your rights to access, browse or view the website or particular section of the website will be subject to your status as an Authorised User and that such rights may vary.
9. In using or accessing the website or uploading any User Generated Content to the website, you undertake to Futureye that you will NOT:
 - i. access, tamper with or otherwise use areas of the website, other than as expressly authorised in these Terms;
 - ii. tamper with any Content related to any person other than you;
 - iii. provide as part of, or in connection with, the website any name, branding, trademarks, logos, seals or slogans or copyright material of any third party without the prior written consent of both the third party and of Futureye;
 - iv. solicit, garner, glean or gather any other user's information available as part of, or in connection with the website, including without limitation, names, phone numbers or email addresses, for any commercial or business purposes or to transmit any unsolicited advertising, "junk mail", "spam" or "chain letters";
 - iv. frame or link any other website without the prior written consent of Futureye;
 - v. suggest or otherwise represent that you have any affiliate or sponsorship with any individual, partnership, company, entity, organisation or other body corporate or incorporate related to the website that you do not have;
 - vi. engage in any deceptive or misleading practices;
 - vii. infringe the intellectual property rights of any person;
 - ix. breach any obligations of confidence owed to any person;
 - x. breach any law, regulation or contractual obligation you owe to a third person;
 - xi. defame any other person;
 - xii. release or otherwise make available any publicity, promotional or advertising material or any other information concerning the website, without the prior written consent of Futureye;
 - xiii. post, email, transmit or otherwise make available any Content which:
 - a. is in breach of the undertakings made by you in this clause; or
 - b. contains any defects or Viruses;
 - xiv. decompile, reverse engineer or disassemble any software, device or other processes forming part of, or used in connection with, the website;
 - xv. use any Content contained on the website in breach of these Terms;

- xvi. post or upload videos or images of students or anyone else under the age of 18, without written parental consent. Confirmation of such consent must be provided with such video or image submissions; or
 - xvii. upload any other than material that would, if classified by the Classification Board, (established pursuant to the *Classification (Publications, Films and Computer Games) Act 1995* (Cth) ("the Classification Act"), attract a "G - General" or "PG – Parental Guidance" rating pursuant to the Classification Act, the National Classification Code and the Classification Guidelines or any equivalent or similar legislation applying outside Australia.
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 - iii. does not guarantee that the website will be error free or that the website or the server that operates it are free of Viruses or other harmful components and that you will conduct such virus scanning and other checks as may be necessary to ensure that any material you download will not corrupt in any way your data, software or systems or those of any other person;
 - iv. makes no representation that your User Generated Content will appear or appear in the form uploaded by you on the website;
 - v. has urged you to keep backup copies of material you have included on, or as part of, the material you have uploaded to the website; and
 - vi. has not provided any warranty or representation that the website:
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 - b. will not constitute a misuse of any person's confidential information;
 - c. will meet your requirements;
 - d. does not contain any defects or Viruses;
 - e. will be error free;
 - f. contains no defects, faults or malfunction; or
 - g. will be operative at all times.
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17. Futureye may use other web based service providers to host, edit and display Content. To the extent that your use of the website includes use of a third party service provider's facilities you are (in addition to being bound by these Terms) bound by that service provider's terms and you agree to comply with such service provider's terms.
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22. If any law prohibits the exclusion of such liability, Futureye's liability is limited to the maximum extent permitted by law, and if it permitted at law, such liability is limited to the resupply of the information found on the website.
23. The following provisions apply in relation to the posting of User Generated Content (including without limitation, feedback, video, illustration, text and comment):
 - a. in order to upload any User Generated Content consisting of a video/illustration, text, or comment, a user must be an Authorised User with a valid account;
 - b. once User Generated Content has been uploaded, a Futureye moderator may review the User Content where applicable;
 - c. User Generated Content may be reviewed and either approved or rejected within a timely manner, as determined by Futureye;
 - d. if an item of User Generated Content is approved, it may be posted for public access on the website;
 - e. If the User Generated Content constitutes a video and it is approved, a frame from the video will automatically be selected for display on the website.
 - f. If an item of User Generated Content is rejected, the uploader may be notified that the User Generated Content has been rejected and will not be included on the site.
24. You acknowledge that the decision to approve, modify, edit or reject any item of User Generated Content (including any Feedback) submitted for uploading will be at the

absolute discretion of Futureye and that Futureye's decision is final and not subject to any form of review or appeal.

25. You consent to Futureye, its employees, agents, assigns and licensees doing all things in relation to your User Generated Content which would, but for this consent, constitute a breach of your Moral Rights.
26. When accessing, browsing or viewing the website you accept and acknowledge that they contain material or information that is the subject of copyright or other legal rights.
27. Material and information available and published on the website may:
 - (ii) not be used or distributed by you or any third party for any public or commercial purpose; and
 - (iii) not be used or reproduced such that it breaches copyright or any other legal right of Futureye or its licensors, including by amendment, adaptation or translation into any other form, dimension or media.
28. Nothing on the website, including in any services or products provided by Futureye via the website or accessible via the website, constitutes the provision of legal advice to any person nor shall be it taken to constitute the provision of legal advice to any person.
29. The use of website and these Terms will be governed by the law of Victoria, Australia.
30. If you are in doubt as to the use of material and information on the website, you may request permission to use the material and information from:

The Directors

Futureye Pty Ltd

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