



THEBUZZ CORP PTY LTD ACN 120 408 166
TRADEMARKS AND COPYRIGHT POLICY

This Trademarks And Copyright Policy is a part of TheBuzz's General Terms And Conditions and is intended to ensure that Customers understand and do not infringe The Buzz's intellectual property rights. This Trademarks And Copyright Policy does not limit or reduce Customers' obligations or affect TheBuzz's rights under the General Terms and Conditions.

Customers acknowledge that:

- (a) This Trademarks And Copyright Policy is subject to the TheBuzz General Terms And Conditions;
- (b) they have read, understood and agree to be bound by this Trademarks And Copyright Policy and the TheBuzz General Terms And Conditions;
- (c) if there is any inconsistency between by this Trademarks And Copyright Policy and the TheBuzz General Terms And Conditions then this Trademarks And Copyright Policy will prevail to the extent of that inconsistency.

TRADEMARKS

"TheBuzz" and the TheBuzz trademarks & logo appearing on TheBuzz website and promotional material are the property of TheBuzz Corp Pty Ltd ("**TheBuzz**") and may not be used:

- without TheBuzz's consent;
- with any service or product unless it is supplied by TheBuzz;
- so as to mislead or cause confusion among consumers; or
- so as to discredit or demean TheBuzz.

The Customer acknowledges that:

- Intellectual Property rights to or arising from the TheBuzz trademarks & logo are the exclusive property of TheBuzz ("**IP Rights**");
- the Customer must not take any action that might jeopardise, limit or interfere with the IP Rights;
- any unauthorised use of the IP Rights is a violation of this Policy and the TheBuzz General Terms And Conditions;
- all right, title and interest in the IP Rights of any third party is the property of the content owner and is the subject of similar protection as stated in this Policy.

COPYRIGHT

Unless otherwise stated all:

- content including text, graphics, logos, button icons, images, audio clips, digital downloads and software published by TheBuzz; or
- content on TheBuzz website and promotional material

is and shall remain the property of TheBuzz and is protected by Australian and international copyright law.

LICENSE

1. Subject to the TheBuzz's General Terms And Conditions and the terms of this Policy The Buzz grants its customers a personal, non-exclusive, non-assignable license to use the BuzzBox to access and use the TheBuzz telephone system ("**TheBuzz System**").
2. Customers must not (whether for payment or otherwise) sell, transfer, assign, rent, lease, or otherwise grant rights to third parties in relation to the use of the BuzzBox or the TheBuzz System.
3. Customers must not cause or permit any:
 - (a) Reverse engineering, decompiling, disassembling, tampering with or modification to the BuzzBox or the TheBuzz System; or
 - (b) hacking of or into the TheBuzz System.

THIRD PARTY RIGHTS

6. Software used by TheBuzz as part of the TheBuzz System may be incorporated into and may incorporate software or technology owned or controlled by third parties ("**third party software or technology**"). Any third party software or technology:
 - (a) Distributed with the BuzzBox; or
 - (b) used in or forming part of the TheBuzz Systemis subject to Customers accepting a similar license agreement with those third parties.
5. Customers do not enter into a contractual relationship with TheBuzz in relation to third party software or technology and must look solely to third parties and not TheBuzz to enforce any rights concerning or arising from the use of third party software or technology.
6. TheBuzz may in its absolute discretion:
 - (a) Add additional features or functions;
 - (b) provide programming patches and upgrades;
 - (c) repair, modify, discontinue, suspend or disable(collectively "**Modifications**") to the BuzzBox or the TheBuzz System but shall not be under any obligation to make Modifications available to Customers. TheBuzz shall not be liable for any damage caused by or resulting from any Modifications or the suspension or termination of the TheBuzz System or this license.

Changes to this Trademarks & Copyright Policy

TheBuzz may make changes to this Trademarks & Copyright Policy from time to time for any reason. If so, the changes will be published on the TheBuzz website.

Contacting Us

Further information regarding this Trademarks & Copyright Policy may be obtained by contacting TheBuzz at:

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Post: PO Box 987 Nedlands WA 6909

www.thebuzz.com