MyRugbyAdmin Terms of Supply and Use

MyRugbyAdmin TERMS OF SUPPLY AND USE ("Terms") These are the terms on which Australian Rugby Union Ltd ACN 002 898 544 of Ground Floor, 29-57 Christie Street, St Leonards, NSW, 2065 ("ARU") will supply, or arrange for the supply of, and the terms of use by a Club of, a package of online business tools relating to the MyRugbyAdmin website, including registration database software. These Terms constitute a legal agreement between the Club and the ARU. You must accept without modification all of the terms, conditions, and notices contained in these Terms in order to access and use MyRugbyAdmin. If you do not accept these Terms in their entirety, you may not access or use MyRugbyAdmin.

1. DEFINITIONS

1.1 In these Terms: "ARU Brand" means any and all names, logos and trademarks whether registered or unregistered, used by or belonging to ARU from time to time. "Confidential Information" of a party means all information (including trade secrets and confidential know-how) relating to that party or a related body corporate (as that term is used in the Corporations Act) identified by that party as being confidential and in the case of ARU, includes Data. "Club" means any incorporated or unincorporated rugby club in Australia whose members play in any rugby competition and any individual associated with any such rugby club (either directly or indirectly) who uses MyRugbyAdmin or accesses the Website. "Content" means any information, text, photographs, articles, reports, research, databases, software, plans, drawings, designs and logos provided in any form by a Club to ARU (or its nominee) to be placed on the Website, excluding Data. "Data" means data relating to: a. rugby union matches in which members of a Club play in Australia; b. members of a Club (including personal information of such members); and c. rugby union; collected by or for, or in the possession or control of, a Club. "MyRugbyAdmin" means the package of online business tools and services relating to the Website, including registration database software as supplied by ARU to the Club from time to time. "Intellectual Property Rights" includes copyright now or in the future subsisting, rights to a trademark or design, whether registered or unregistered, rights to a trade name, patent rights, rights of proprietorship, exclusive rights of utilisation or exploitation or similar industrial or intellectual property rights of whatsoever kind or nature which subsist or arise under laws in force in Australia or elsewhere. "Website" means the location accessible on the Internet at the domain name http://www.rugby.com.au/MyRugbyAdmin and www.RugbyNet.com.au.

2. ARU'S OBLIGATIONS AND WARRANTY

2.1 If and while a Club complies with these Terms ARU will: (a) supply, or arrange for the supply, to the Club of MyRugbyAdmin and related user documentation and training; (b) on behalf of the Club, pay the fees payable by the Club for the supply of MyRugbyAdmin; (c) supply, or arrange for the supply, to the Club of all bug fixes, updates and enhancements of MyRugbyAdmin as they become available from time to time; and (d) observe and comply with these Terms.

2.2 ARU will use reasonable endeavours to develop and improve MyRugbyAdmin for the benefit of the game of rugby union in Australia.

3. CLUB’S OBLIGATIONS AND WARRANTIES

3.1 A Club which uses MyRugbyAdmin will: (a) observe and comply with these Terms; (b) provide Content to ARU from time to time; (c) obtain ARU’s written consent (which must not be unreasonably withheld) before it: (i) provides Content to any other person for use in an online environment; or (ii) places any advertising on or for the Website (or the Club’s website located on the Website); (d) allow ARU to place one (1) MyRugbyAdmin sponsor’s name and logo on the Club's web page; (e) use the ARU Brand only in connection with Content and Data and as expressly permitted by ARU; (f) ensure that Data is kept secure and under its control; (g) comply with ARU’s Privacy Policy and any other policies of ARU from time to time applying to third party information; (h) comply with MyRugbyAdmin related documentation,

including user documentation and security policy from time to time; and (i) comply with any reasonable directions given by ARU from time to time within the scope of these Terms.

3.2 A Club which uses MyRugbyAdmin warrants that: (a) the use of Content by ARU or its nominee will not infringe the Intellectual Property Rights of any other party; (b) Content will not be defamatory; (c) Content will be true and correct and will not be misleading; (d) at the time Content is provided to ARU and subsequent to that time, the Club holds the necessary authorisation for that Content to be conveyed to ARU, held by ARU and used, copied modified and adapted by ARU for purposes specified by ARU from time to time; and (e) the Club holds all rights necessary to grant the licences granted under clause 3.4.

3.3 A Club which uses MyRugbyAdmin indemnifies ARU against all losses, damages, expenses and costs (on a full indemnity basis) that ARU may sustain or incur as a result, whether directly or indirectly, of any claim by a third party arising out of or in relation to a breach of clause 3.2 by the Club.

3.4 A Club which uses MyRugbyAdmin grants ARU: (a) a non-exclusive, irrevocable, royalty free right to use, copy, modify and adapt all Content; and (b) an exclusive, irrevocable, royalty free right to use, copy, modify and adapt all Data, and the right to sub-license any of these rights.

3.5 ARU acknowledges that a Club which uses MyRugbyAdmin may use Content and Data only for Club administrative purposes. A Club may not disclose Content or Data other than in accordance with these Terms.

3.6 A Club which uses MyRugbyAdmin will be responsible for any loss or damage experienced by the Club as a direct or indirect consequence of loss of or corruption to, any Content or Data.

3.7 As a condition of a Club’s use of MyRugbyAdmin Services, the Club agrees that it will not use the Content or Data for any purpose that is unlawful or contrary to these Terms. A Club also may not use MyRugbyAdmin in a manner that could damage, disable, overburden, or impair MyRugbyAdmin or interfere with any other party’s use and enjoyment of them. A Club may not attempt to gain unauthorised access to any accounts, computer systems or networks associated with MyRugbyAdmin. A Club may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through MyRugbyAdmin. Any breach of this clause could result in termination of the Club’s MyRugbyAdmin account.

4. SUSPENSION

4.1 If a claim arises directly or indirectly out of use of Content provided by a Club by ARU ("Claim") or if, in ARU’s reasonable opinion, a Claim may arise, ARU will notify the Club of the circumstances giving rise to the Claim or which may give rise to a Claim and ARU may remove, or request the Club to remove, the Content from the Website until the Claim is resolved to the satisfaction of ARU.

4.2 If the Club fails to remove the offending Content within a reasonable period after being requested to do so by ARU, ARU may request a service provider (such as Telstra) to suspend the operation of the Club’s website or remove the Club’s website from the Website.

4.3 If a Claim is not settled to the satisfaction of ARU within 30 days of ARU providing notification to a Club under clause 4.1, ARU may terminate the Club’s use of MyRugbyAdmin and access to the Website with immediate effect without further notice to the Club.

5. ARU’S LIABILITY

5.1 In relation to a Club which uses MyRugbyAdmin ARU: (a) does not exclude or limit the application of any provision of any statute (including the Trade Practices Act 1974) where to do so would contravene that statute or cause any part of this Agreement to be void ("Non-

excludable Condition"); (b) limits its liability to the Club for a breach of any express term of these Terms or any Non-excludable Condition to resupplying the goods or services in respect of which the breach occurred; (c) excludes from these Terms all conditions, warranties and terms implied by statute, general law or custom, except any Non-excludable Condition; and (d) excludes all liability for consequential or indirect loss or damages arising out of or in relation to these Terms, including lost profits and loss of business revenue.

6. GENERAL

6.1 These Terms: (a) are governed by the laws of the State of New South Wales and each party submits to the jurisdiction of the Courts of that State; (b) are the entire agreement between ARU and a Club in relation to the subject matter; (c) supersede all previous agreements, whether oral or written, in relation to the subject matter; (d) may not be assigned by the Club without the prior written consent of ARU; and (e) may be amended, rescinded, supplemented or varied by ARU at any time and those new terms will apply to a Club using MyRugbyAdmin without prior notice to the Club.

6.2 MyRugbyAdmin may contain links to other sites. ARU does not necessarily sponsor, endorse, or approve of any material or information on such sites or the operations of such sites. ARU makes no warranties or representation regarding the quality, accuracy, merchantability or fitness for purpose of any material or information on other websites.

7. TERMINATION/ACCESS AND RESTRICTION OF ACCESS

The ARU reserves the right, in its sole discretion, to terminate a Club’s access to MyRugbyAdmin or any portion thereof at any time, without notice. Upon termination of a Club’s MyRugbyAdmin account, your right to use MyRugbyAdmin immediately ceases.