

These terms and conditions (“Terms”, “Agreement”) are an agreement between ASSI International Pty Ltd trading as Tracknwatch and you (“User”, “you” or “your”). This Agreement sets forth the general terms and conditions of your use of the Tracknwatch website and any of its products or services (collectively, “Website” or “Services”).

## 1. LIVE STREAMING & WEBCASTING SERVICES

### 1.1 Broadcast Rights

ASSI International Pty Ltd trading as Tracknwatch will live stream video and audio with GPS location data of the observer and record that incident or event according to the terms specified in the Service Agreement in effect for our engagement. If no such Service Agreement has been issued, then the terms specified in the invoice for your engagement shall apply. Furthermore, you acknowledge that you hold the broadcast rights to said event and indemnify us from any claims of infringement.

### 1.2 Third Party Services

As Live streaming is very dependant on third party networks and internet providers and network connections can sometimes be unpredictable, you agree to hold us harmless for any services provided, by us or our representatives, that fail to perform properly at the time we use them as requested by you. This includes but is not limited to: electrical power interruptions, Internet provider disruptions, network provider interruptions including poor 3G, 4G and 5G connections, audio/visual equipment failures, insufficient access and set-up time, proper lighting, and security.

### 1.3 Liens

We shall have a lien on all recorded and live-streamed content we create on your behalf until the balance due on your account is finalised or other mutually acceptable agreements regarding payment are made

### 1.4 Ownership of Recorded Media

If full payment for services is received or acceptable arrangements are made, you maintain all rights to media provided to you during a live stream including all recordings of any said live stream video and audio. No video or audio content will be shared to any other party without your express written permission except where that content is requested under applicable state or federal legislation.

## 2. BILLING AND PAYMENTS

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable.

## 3. ACCURACY OF INFORMATION

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to service descriptions and pricing.

We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel requests if any information on the Website or on any related Service is inaccurate at any time without prior notice (including after you have submitted your

request). We undertake no obligation to update, amend or clarify information on the Website including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or on any related Service has been modified or updated.

## 4. THIRD-PARTY SERVICES

If you decide to enable, access or use third-party services, be advised that your access and use of such other services are governed solely by the terms and conditions of such other services, and we do not endorse, are not responsible or liable for, and make no representations as to any aspect of such other services, including, without limitation, their content or the manner in which they handle data (including your data) or any interaction between you and the provider of such other services.

You irrevocably waive any claim against ASSI International Pty Ltd trading as Tracknwatch, with respect to such other services. ASSI International Pty Ltd trading as Tracknwatch, is not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access or use of any such other services, or your reliance on the privacy practices, data security processes or other policies of such other services. You may be required to register for or log into such other services on their respective websites. By enabling any other services, you are expressly permitting ASSI International Pty Ltd trading as Tracknwatch, to disclose your data as necessary to facilitate the use or enablement of such other service.

## 5. RECORDED CONTENT

We will provide you with all recorded live stream content and audio of your requested service on receipt of full payment or where other acceptable arrangements regarding payment have been made

We are not responsible for Content residing on our servers and/or website. In no event shall we be held liable for any loss of any Content. Notwithstanding the foregoing, on some occasions and in certain circumstances, with absolutely no obligation, we may be able to restore some or all of your data that has been deleted as of a certain date and time when we may have backed up data for our own purposes. We make no guarantee that the data you need will be available.

## 6. LINKS TO OTHER WEBSITES

Although this Website may be linked to other websites, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked website, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their websites. We do not assume any responsibility or liability for the actions, products, services, and content of any other third-parties. You should carefully review the legal statements and other conditions of use of any website which you access through a link from this Website. Your linking to any other off-site websites is at your own risk.

## 7. INTELLECTUAL PROPERTY RIGHTS

This Agreement does not transfer to you any intellectual property owned by ASSI International Pty Ltd trading as Tracknwatch, or third-parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with ASSI International Pty Ltd trading as Tracknwatch,. All trademarks, service marks, graphics and logos used in connection with our Website or Services, are trademarks or registered trademarks of ASSI International Pty Ltd trading as Tracknwatch, or ASSI International Pty Ltd trading as Tracknwatch licensors. Other trademarks, service marks, graphics and logos used in connection with our Website or Services may be the trademarks of other third-parties. Your use of our Website and Services grants you no right or license to reproduce or otherwise use any ASSI International Pty Ltd trading as Tracknwatch, or third-party trademarks.

## 8. LIMITATION OF LIABILITY

In no event will ASSI International Pty Ltd trading as Tracknwatch, its officers, directors, employees, affiliates, agents, licensors, suppliers or any party involved in creating, producing or delivering services be liable in any manner whatsoever for any damages of any kind, including but not limited to indirect, incidental, consequential, special or punitive damages arising out of:

- (i) this service, your access, use or inability to use this service;
- (ii) any failure or performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure (including loss profits, loss of business or data, business interruption, and damages that result from inaccuracy of the information or inconvenience, delay, or loss of the use of the live stream service by whatsoever means);
- (iii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the live stream service,
- (iv) any unauthorized access to or use of our secure servers and/or any and all personal identifiable information stored therein,
- (v) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the live stream service by any third party.

ASSI International Pty Ltd trading as Tracknwatch reserves the right to alter, remove or discontinue any portion of the services or the content on services or to suspend or terminate your use in any way, at any time, for any reason, without prior notification, and will not be liable in any way for possible consequences of such changes.

The foregoing limitations apply whether the alleged liability is based on contract, tort, negligence strict liability or any other basis, even if ASSI International Pty Ltd trading as Tracknwatch, its officers, directors, employees, affiliates, agents, licensors, suppliers or any other party has been advised of the possibility of such damages.

## 9. INDEMNIFICATION

You agree to indemnify and hold ASSI International Pty Ltd trading as Tracknwatch, and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable legal fees, incurred in connection with or

arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Website or Services or any wilful misconduct on your part.

We agree to indemnify and hold You and your affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable legal fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to our performance of Services or any wilful misconduct on our part.

## 10. SEVERABILITY

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

## 11. GOVERNING LAW

This Agreement is governed by applicable Commonwealth and State law and sets forth our entire agreement for rendering services and sale of products.

## 12. CHANGES AND AMENDMENTS

We reserve the right to modify this Agreement or its policies relating to the Website or Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do, we will revise the updated date at the bottom of this page. Continued use of the Website after any such changes shall constitute your consent to such changes.

## 13. ACCEPTANCE OF THESE TERMS

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the Website or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Website and its Services.

### Contacting us

If you have any questions about this Agreement, please contact us.

This document was last updated on 1 June 2020