

SHOCK THERAPY ARTS

TERMS OF SERVICE



1. CONSUMER AGREEMENT

- 1.1 This agreement is between you and Shock Therapy Arts Ltd (ABN 36 632 977 327) (“Shock Therapy Arts”) and represents the Terms of Service.
- 1.2 By visiting and/or using the Shock Therapy Arts website and live streaming service “Live Online” (the “Service”) you agree to be bound by the terms of this agreement (“Agreement”).
- 1.3 If you do not agree to the terms and conditions set out in this Agreement, you must not use the Service.
- 1.4 Shock Therapy Arts reserves the right to amend, vary, modify and/or replace this Agreement at any time, and from time to time, and such amendment, variation, modification and/or replacement shall be effective immediate upon posting to the Service. Your continued use of the Service shall be deemed to be your acceptance of any amendments to this Agreement.

2. THE SERVICE

Service on Offer and Use of Digital Files

- 2.1 The Service provided incorporates various services which allow the streaming, including live streaming, of digital content including video recorded theatre performances (“Video Files”) licensed for use in accordance with this Agreement.
- 2.2 When you stream a Video File from the Service, you obtain a licence to use the Video File for your own use. This licence may not be transferred to any third party and is for your personal entertainment use only.

Service Limitations

- 2.3 You understand and acknowledge that the Service is made available on an “as is” and “as available” basis for the primary purpose of the provision of Video Files for streaming by users. Whilst Shock Therapy Arts will use reasonable endeavours to provide the Service to you, you acknowledge that it may not be continuous or fault-free, and may not be available at all times. Events which are outside our reasonable control may also affect the Service. The Service may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from your device and from peripherals (including, without limitation, servers, computers, tablets and smart phones) connected thereto. You assume all risks and all costs associated with your use of the Service, including, without limitation, any internet access fees, back-up expenses, costs incurred for the use of your devices and peripherals, and any damage to any equipment, software, information or data. In addition, Shock Therapy Arts is not obligated to, and will not provide you with any maintenance, technical or other support for the Service.

Changing or Discontinuing the Service

- 2.4 You agree that Shock Therapy Arts reserves the right to modify, suspend or stop the Service (or any part thereof), either temporarily or permanently, at any time or from time to time, with or without prior notice to you. Without limiting the foregoing, Shock Therapy Arts may provide notice of any such changes to the Service by posting them on the website and/or via the applicable Service. You

agree that Shock Therapy Arts shall not be liable to you or any third party for any modification, suspension or cessation of the Service. You acknowledge that Shock Therapy Arts has no express or implied obligation to provide, or continue to provide, the Service to you, or any part thereof, now or in the future, and in addition, Shock Therapy Arts may at any time, upon prior notice as required by applicable law, institute reasonable charges and/or fees for the Service.

3. USE OF THE SERVICE

- 3.1 Shock Therapy Arts may impose certain limitations on the use of the Service with or without notice to you, including, but not limited to, imposing certain content download and streaming limits, restricting the number of accounts you may register, and removing content from the Service. You agree to use the Service only for purposes as permitted under this Agreement and any applicable law or regulations. You agree to refrain from doing any prohibited acts as set out in this Clause 3.
- 3.2 You agree that you will not publicly perform, commercially sell or resell, reproduce, communicate or distribute Video Files other than as expressly permitted in this Agreement or use Video Files other than for your own personal entertainment use. You further agree that you may not reproduce, copy, duplicate, sell, resell, rent or trade the content of the Service (or any part thereof) in any way for any purpose.
- 3.3 You agree that you will not use the Service to:
 - (a) stalk, harass, threaten, intimidate or harm another;
 - (b) pretend to be anyone, or any entity, you are not, you will not impersonate or misrepresent yourself as another person (including celebrities), entity, a Shock Therapy Arts employee, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity. Shock Therapy Arts reserves the right to reject or block any user which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity;
 - (c) engage in any copyright infringement or other intellectual property infringement, or disclose any trade secret or confidential information in violation of a confidentiality, employment, or non-disclosure agreement or otherwise;
 - (d) use, distribute, reproduce or commercialise any content from the Service except as permitted by this Agreement, by law, and with prior written agreement from Shock Therapy Arts;
 - (e) transmit any unsolicited advertising, promotional material or other forms of solicitation in connection with your use of the Service without the prior written agreement of Shock Therapy Arts;
 - (f) forge any TCP-IP packet header or any part of the header information or otherwise putting Information in a header designed to mislead recipients as to the origin of any content transmitted through the Service ("spoofing");
 - (g) access (or attempt to access) any part of the Service by any means other than through the interface provided by Shock Therapy Arts;
 - (h) engage in any activity which disrupts or interferes with the Service or the servers and networks that host the Service;
 - (i) interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or breach any policies, requirements or regulations of networks connected to the Service (including gaining unauthorised access to, use or monitoring of data or traffic thereon);
 - (j) artificially increase play count or otherwise manipulate the Service by using a script or other automated process; or
 - (k) plan or engage in any potentially fraudulent, illegal or offensive activity.

4. SHOCK THERAPY ARTS SOFTWARE

Shock Therapy Arts Proprietary Rights

- 4.1 You acknowledge and agree that Shock Therapy Arts and/or its licensors and/or its partners, own all legal right, title and interest in the Service, and any software Shock Therapy Arts makes available at any time for use with the Service (the “Shock Therapy Arts Software”), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service and the Shock Therapy Arts Software, and any other part thereof contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

License From Shock Therapy Arts

- 4.2 You understand that Shock Therapy Arts has granted you a limited, non-exclusive, non-transferable, revocable licence to have personal non-commercial use of the Service to enable access to Video Files. You agree that you do not have the right to assign, transfer or sub-licence any rights given to you pursuant to this Agreement. You further agree that you must not (and must not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to discover the source code (unless expressly permitted or required by law), sell, lease, grant a security interest in or otherwise transfer any right in the Shock Therapy Arts Software.

5. SHOCK THERAPY ARTS PRIVACY POLICY

- 5.1 You understand that by using the Service, you consent and agree to the collection, processing and use of personal data about you and information about your use of the Service in accordance with Shock Therapy Arts’ Privacy Policy, which is incorporated into, and forms an integral part of, this Agreement. By using the Service you acknowledge that you accept the terms of this Agreement and the terms of Shock Therapy Arts’ Privacy Policy.
- 5.2 You acknowledge that you have read and understood Shock Therapy Arts’ Privacy Policy and agree that all information and data collected by Shock Therapy Arts in connection with the Service, or any future service of Shock Therapy Arts, and this Agreement is subject to the Shock Therapy Arts Privacy Policy which can be viewed at www.shocktherapyarts.com.au.
- 5.3 Information collected when you use the Service may include technical or diagnostic information related to your use that may be used by Shock Therapy Arts to maintain, improve and enhance the Service. You further understand and agree that this information and personal data about you may be transferred outside of Australia for storage, processing and use by Shock Therapy Arts and/or its affiliates.
- 5.4 Should Shock Therapy Arts be purchased by a third party, you understand and grant Shock Therapy Arts the right to transfer any personal information that Shock Therapy Arts has in relation to you to the third party. Shock Therapy Arts will not be required to obtain your consent or notify you.

6. CONTENT, INTELLECTUAL PROPERTY RIGHTS AND RISK

Content

- 6.1 “Content“ means any information that may be generated, encountered, cached downloaded or streamed through use of the Service, including any digital content, streamed theatre performances, video, software, graphics, photographs, images, sounds, messages and any other like materials.

Intellectual Property Rights

- 6.2 All intellectual property rights in the Service and the Shock Therapy Arts Software are the property of Shock Therapy Arts or its licensors. All intellectual property rights that subsist in Video Files are the property of and are reserved to third party licensors. Such licensors may be record labels, the relevant

author, artist or composer, or the publisher. When you use the Service to download Content including Video Files, you are only entitled to use the Content in accordance with this Agreement.

- 6.3 Shock Therapy Arts reserves all intellectual property rights, including but not limited to, copyright in the material, content and services provided by Shock Therapy Arts and further reserves all copyright in the content for and on behalf of any third party artist, creator, or digital content provider.
- 6.4 Nothing in this Agreement provides you with the right to copy, use, including but not limited to, any digital content, trademarks, marketing material, logos, domain names, and brands.
- 6.5 Any trademarks, intellectual property or the like used on the Service, which belong to third parties are used with the consent of that party and remain the property of that party.
- 6.6 Whilst Shock Therapy Arts does not claim ownership of any content submitted by users, if you do correspond or otherwise communicate with Shock Therapy Arts through the Service in circumstances where it would be reasonable from the content of the communication to expect that you intend the correspondence to be accessible to other users, then you automatically grant Shock Therapy Arts an irrevocable, perpetual, non-exclusive, royalty-free, world-wide licence to use, replicate, display, broadcast and distribute the content of that correspondence or communication. This may include, but is not limited to, publishing testimonials on social media sites, using posts, comments and likes on your linked Facebook page or Shock Therapy Arts' Facebook page, and/or developing your ideas or suggestions to improve the products or services provided by Shock Therapy Arts.

Risk

- 6.7 You understand and agree that all Content, whether publicly posted or privately transmitted on the Service, is the sole responsibility of the person from whom such Content originated. This means that you, and not Shock Therapy Arts, are solely responsible for any Content you download or stream. You understand that by using the Service you may encounter Content that you may find offensive, indecent, or objectionable, and that you may expose others to such Content. You understand and agree that your use of the Service and any Content is solely at your own risk and Shock Therapy Arts will not be held liable.

7. ACCESS

You acknowledge and agree that Shock Therapy Arts may access, use, preserve and/or disclose your Shock Therapy Arts Account information if legally required to do so or if we have a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to:

- (i) comply with legal process or request;
- (ii) enforce this Agreement, including investigation of any potential violation thereof;
- (iii) detect, prevent or otherwise address security, fraud or technical issues; or
- (iv) protect the rights, property or safety of Shock Therapy Arts, its users or the public as required or permitted by law.

Please refer to Shock Therapy Arts' Privacy Policy for more information.

8. STREAMING AND PAYMENT

- 8.1 After opting for the Service, you will be invoiced by Shock Therapy Arts ("Invoice") and provided with a private link and password to access the live stream content.
- 8.2 You agree that payment for the Service will be charged in accordance with the payment method specified in the Invoice. By requesting payment by credit or debit card you confirm that you are authorised to make such payments and that you are the holder of the credit or debit card.
- 8.3 You agree that the Invoice will be paid within seven (7) business days of receipt.
- 8.4 All fees charged pursuant to this Agreement are inclusive of tax unless otherwise specified by Shock Therapy Arts.

9. REFUNDS

- 9.1 To the extent permissible by law, Shock Therapy Arts will not refund, exchange, or redeem for cash, the Subscription Fee or other offer purchased by you. Shock Therapy Arts will only refund an amount not exceeding one month's Subscription Fee paid by you or resupply one month's service at its sole discretion in circumstances where Shock Therapy Arts has made a fundamental error or mistake.

10. CACHING

- 10.1 Any Video Files or content streamed through the Service may be automatically cached.
- 10.2 Shock Therapy Arts reserves the right to vary or delete cached content at anytime in its sole discretion.

11. TERMINATION OF THE SERVICE

Termination by You

- 11.1 You may cancel your Shock Therapy Arts Account and/or stop using the Service at any time.

Termination by Shock Therapy Arts

- 11.2 Shock Therapy Arts may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your Shock Therapy Arts Account and/or access to the Service at its sole discretion. Cause for such termination may include, but is not limited to:
- (i) violation of this Agreement or any other policies or guidelines that are referenced herein and/or posted by Shock Therapy Arts on the Service;
 - (ii) a request by you to cancel or terminate your Shock Therapy Arts Account;
 - (iii) discontinuance or material modification to the Service or any part thereof;
 - (iv) a request and/or order from law enforcement, a judicial body, or other government agency;
 - (v) where provision of the Service to you is or may become unlawful or otherwise unauthorised;
 - (vi) unexpected technical or security issues or problems;
 - (vii) your participation in fraudulent, illegal or offensive activities;
 - (viii) promotion of any scheme (including recording) and/or arrangement which would offend the legal streaming and/or download of Content; or
 - (viii) your continued membership brings the Service into disrepute.
- 11.3 Any such termination or suspension shall be made by Shock Therapy Arts in its sole discretion, and Shock Therapy Arts will not be responsible to you or any third party for any loss or damages that may result or arise out of such termination or suspension of your Shock Therapy Arts Account and/or access to the Service.

12. LIABILITY

- 12.1 Statutory warranties contained in consumer protection law and any other relevant legislative provisions are implied into this Agreement. Nothing in this Agreement is intended to restrict those implied warranties, and this Agreement must be read subject to those relevant statutory provisions.
- 12.2 Subject to Clause 12.1 above you understand and agree that Shock Therapy Arts will not be liable and does make any warranties in relation to the following:
- (a) Shock Therapy Arts will not be liable for any loss or damage, including for negligence, breach of contract, or tort and including any form of consequential loss including but not limited to any third party loss, loss of profits, loss of revenue, loss of opportunity, loss of anticipated savings,

economic loss, and the like, whether caused directly or indirectly in connection with your use of the Service.

- (b) Shock Therapy Arts will not be liable for any loss or damage resulting from the theft, loss or unauthorised use of the Service.
- (c) Shock Therapy Arts does not make any warranties in relation to any goods and/or services, material or content supplied by any Third Party in connection with the Service.
- (d) All information, content, comments, photos, files, images, sounds and the like posted on or transmitted through or linked from the Service are the sole responsibility of the person who provided same.
- (e) You understand that Shock Therapy Arts will not be liable for any disruptions to the Service, internet service providers or telecommunications provider, and does not guarantee or warrant that the Service will run uninterrupted, at good speed, secure, or without errors from time to time.
- (f) Shock Therapy Arts will not be liable should corruption or damage to your computer system, tablet, mobile phone, mobile handset or other device occur in connection with the use of the Service. You understand that it is your sole responsibility to ensure that any links or the like which you select to use from the Service are free from viruses or any other items which may interfere with, corrupt or damage or affect the operation of your computer system, tablet, mobile phone or other device.

13. INDEMNITY

You will at all times indemnify, and keep indemnified, Shock Therapy Arts, its directors, officers, employees, agents and related companies and bodies corporate from and against any loss (including legal costs and expenses on a full indemnity basis) or any liability incurred or suffered by you or by Shock Therapy Arts arising from any claim, demand, suit, action or proceeding by any person against yourself or Shock Therapy Arts where such liability arose out of, in connection with and/or through your use of the Service, and/or your conduct or breach of this Agreement.

14. GENERAL

- 14.1 Nothing in this Agreement creates a partnership, employment relationship, or agency relationship between you and Shock Therapy Arts.
- 14.2 You agree that Shock Therapy Arts will not be held liable for any delay in fulfilling its obligations under this Agreement if such a delay is caused by an act of God, act of terrorism, revolution, civil strife, industrial or legal action, fire, flood, storm, war, disaster, plague or epidemic, delay in transportation, internet or wireless connectivity, or telecommunication availability, delay by any third party, or any other cause outside Shock Therapy Arts' control.
- 14.3 You agree that certain technical difficulties or maintenance, may from time to time, result in temporary interruptions. Shock Therapy Arts reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, functions and features of the Service with or without notice.
- 14.4 This Agreement is governed by and must be construed in accordance with the laws of Australia. The parties submit to the non-exclusive jurisdiction of the Courts of Australia in respect of all matters or things arising out of this Agreement.
- 14.5 Each party represents, warrants to and covenants with the other that it has full power to enter into and perform its obligations under this Agreement and this Agreement constitutes valid and binding obligations of that party enforceable in accordance with its terms.

- 14.6 To the extent of the provision of any goods and/or services by Shock Therapy Arts (if any) it shall be deemed on a tax inclusive basis.
- 14.7 Where there are any translations of this Agreement and to the extent of any inconsistency, the English version shall prevail.

15. ENTIRE AGREEMENT

This Agreement together with the Shock Therapy Arts Privacy Policy constitutes the full terms and conditions agreed to between you and Shock Therapy Arts and supersedes any prior arrangements. You agree and acknowledge that in accepting the terms and conditions of this Agreement you have not done so in reliance upon any oral or written representations made by Shock Therapy Arts with the exception of those contained or referenced in this Agreement and the Shock Therapy Arts Privacy Policy.

16. SEVERABILITY

If any provision of this Agreement offends any law applicable to it and is as a consequence illegal, invalid or unenforceable then:

- (a) where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve the result; and
- (b) in any other case the offending provision must be severed from this Agreement in which event the remaining provisions of the Agreement operate as if the severed provision had not been included.