



**HARVEST TECHNOLOGY PTY LIMITED**

# **AVRLIVE AUTHORISED USER TERMS**

Revision Date: 30.04.2021



The AVRLive Site is operated by Harvest Technology Pty Ltd (ACN 52 601 194 138) (**Us, We, Our, Harvest**). The term **'You'** or **'Your'** refers to the individual user who is a party to this agreement.

Your access to, and use of, the AVRLive Site is governed by these terms. Please read and review these terms carefully. By clicking the 'accept' icon, You acknowledge that You have read and understood these terms and that they will constitute a binding agreement. If You do not agree to these terms, do not click on the 'accept' icon.

We may alter this agreement from time to time (including by adding terms to cover new functionality). You may be asked to accept new terms before You can continue to use the AVRLive Site. By clicking the 'accept' icon, You acknowledge that You have read and understood the new terms and agree that they will replace and supersede the previous agreement. If You do not agree to these new terms, We will not permit You to continue to have access to the AVRLive Site.

### Background

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The AVRLive Site allows the Customer (who has purchased an access subscription from Us or one of Our resellers) to stream live audio and video from sites at which our associated hardware is used. You are an employee, contractor or client of one of Our Customers and Your details have been provided to Us by that Customer (either directly or via one of Our resellers). Your access and level of access to the AVRLive Site, including Your access to certain functionality, features and data is determined by Our Customer.

These terms were last updated on October 4, 2020.

### Definitions

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1. In this agreement:

*"Account"* means the user account created by You in order to access the AVRLive Site as an Authorised User;

*"Authorised User"* has the meaning given to it in clause 3;

*"AVRLive Site"* means the AVR site platform provided by Harvest;

*"Customer"* means the person (other than Us or Our resellers) who has entered into a Customer Agreement and has sent You an invitation to become an Authorised User;

*"Customer Agreement"* means a written agreement to access the AVRLive Site entered into by the Customer with Us or one of Our resellers;

*"Loss or Claim"* means any claim, demand, action, proceeding or judgment made or damage, loss, obligation, cost, expense or liability incurred, however arising and whether present or future, fixed or unascertained, actual or contingent;

*"Privacy Policy"* means Our privacy policy available at [harvest.technology/terms-and-conditions](https://harvest.technology/terms-and-conditions), as updated by Us from time to time;



“*Related Body Corporate*” has the meaning given to it in the *Corporations Act 2001* (Cth);

“*Streamed Content*” means the audio-visual content which the Customer causes to be streamed using the AVRLive Site.

### Accessing the AVRLive Site

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2. You can only use the AVRLive Site if You are an Authorised User, as defined below, and otherwise comply with these terms.
3. To become an authorised user, You must:
  - a. be invited by a Customer to join the AVRLive Site;
  - b. be an employee, contractor or client of the Customer;
  - c. receive a unique username and password from the Customer;
  - d. provide details We may request; and
  - e. be over 18 years of age,**(Authorised User)**.
4. You acknowledge and agree that:
  - a. Your access, and level of access, to the AVRLive Site is determined by Our Customer and not by Us;
  - b. You or Our Customer are responsible for providing all equipment necessary to use the AVRLive Site, including a computer, modem, and internet access (including payment of all fees associated with such access).
5. Subject to the Customer’s compliance with the Customer Agreement, and Your compliance with these terms, We grant to You a right to use the AVRLive Site for the Customer’s internal business purposes.

### Security and Passwords

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6. You are solely responsible for maintaining the confidentiality of Your password(s) to the AVRLive Site.
7. You must not transfer or assign Your access credentials to the AVRLive Site to a third party without Our prior written permission.

### Conduct on the AVRLive Site

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8. You must not:
  - a. use the AVRLive Site for any purpose other than the Customer’s internal business purposes;
  - b. attempt to reverse engineer, disassemble, or decompile the AVRLive Site or determine or attempt to determine any source code, algorithms, methods or techniques used or embodied in the AVRLive Site;



- c. create or attempt to create any competitive product or any service (or assist anyone else to do the same) which has features or functionality the same as or similar to the features and functionality of the AVRLive Site or copy any features, functions, graphics or interfaces of the AVRLive Site;
  - d. use the AVRLive Site otherwise than as permitted under these terms;
  - e. use the AVRLive Site in a manner which causes damage to the AVRLive Site or any of Our equipment or infrastructure, or Our reputation or brand;
  - f. interfere with anyone else's use of the AVRLive Site or attempt to access the content created by other users of the AVRLive Site which is not available to You;
  - g. circumvent the user authentication process or security of the AVRLive Site; or
  - h. make any use of the AVRLive Site or its content that violates any applicable law or regulation.
9. You must use the AVRLive Site in accordance with all applicable laws, rules and regulations.

### Intellectual Property

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10. You acknowledge and agree that all content on the AVRLive Site is protected by copyright, trade marks, patents and/or other proprietary rights and laws, and is either the property of Harvest or has been licensed for use by Harvest.
11. You must not reproduce, modify, communicate, republish, upload, post, transmit, or distribute any part of the AVRLive Site in any form or by any means without prior written permission from Us.
12. You acknowledge that "Harvest Technology", "Infinity", "AVRLive" and all other trade marks, trade names and other product and service names and logos on the AVRLive Site, are owned or licensed by Us and are protected by applicable trade mark and copyright laws.
13. We respect the intellectual property of others, and We ask You to do the same.

### Streamed Content

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14. You warrant and agree that:
  - a. any act performed by You in relation to the Streamed Content is an act performed on behalf of the Customer;
  - b. the Customer has all rights necessary to deal with the Streamed Content (and permit Us to deal with the Streamed Content) as contemplated by these terms;
  - c. Our use of the Streamed Content as contemplated by these terms will not infringe the rights, including intellectual property rights, of any person;
  - d. the Streamed Content must not:
    - i. contain software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications



equipment or to damage or obtain unauthorised access to any data or other information of any third party;

- ii. be unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic materials or otherwise violates Our Company rules or policies in force from time to time; or
- iii. victimise, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability.

### Privacy & Personal Information

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15. You may be required to provide Your personal information to Us when You register to use the AVRLive Site, and in the course of accessing and using the AVRLive Site, which We deal with in accordance with our Privacy Policy.
16. You must:
  - a. not provide Us with personal information about any individual unless You have the express consent of that individual to do so; and
  - b. if You provides Us with Personal Information about an individual, before doing so, ensure that You have obtained all necessary consents for providing the Personal Information to Us.
17. Terms used in clause 0 have the meanings given to them in the *Privacy Act 1988* (Cth).

### Exclusions and limitation of liability

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18. The sole purpose of these terms is to provide You access to the AVRLive Site in accordance with the Customer Agreement. Accordingly, You acknowledge that Our liability in relation to the AVRLive Site is solely governed by the Customer Agreement.

### Indemnity

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19. You indemnify and hold Harvest, its Related Bodies Corporate, its directors, officers and employees, harmless from and against any and all Loss or Claims arising out of Your breach of these terms.

### Termination and suspension

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20. The Customer or You can deactivate Your access to the AVRLive Site at any time.
21. We may limit, suspend or terminate Your access to the AVRLive Site at any time and without any prior notice, if You have breached these terms, or if We know of or suspect any fraudulent or dishonest activity in relation to Your Account or Your use of the AVRLive Site.
22. Your access to the AVRLive will be immediately terminated if:
  - a. the Customer Agreement ends for any reason; or
  - b. You cease to be an employee, contractor or client of the Customer.



23. Your access to the AVRLive Site will also be suspended if the Customer's access is suspended.

### General

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24. This agreement constitutes the entire understanding between You and Us to the exclusion of any previous communications, representations or other terms.
25. We may, at any time and without the need for consent or approval from You, novate, assign or transfer all or any of Our rights or obligations under this agreement to any person.
26. You may not assign or transfer any of Your rights or obligations under this agreement.
27. We may give notice to You by either direct communication to the email address provided in Your Account or generally by publication of a generic message or broadcast notice via the AVRLive Site or information link accessible to and found on the AVRLive Site. You may give notice to Us by email at [commercial@harvest-tech.com.au](mailto:commercial@harvest-tech.com.au).
28. If any part of this agreement is void or unenforceable, that part will be severable from and will not affect the enforceability of the remaining provisions.
29. This agreement is governed by the laws of Western Australia and each party submits to the non-exclusive jurisdiction of the courts of Western Australia.