

Terms and Conditions

15 January 2024

The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) and each of our Related Entities incorporated from time to time shall be referred to collectively as “The Australia Today Network Pty Ltd trading as The Australia Today”, “we”, “us”, or “our”. We provide a wide range of Products and Services on the Sites related to publishing, advertising, print media, podcast and audio production.

Please read these terms and conditions (“Terms”), any additional notices and disclaimers, and our Privacy Policy carefully as they govern and apply to all and any use, access and availability of our Services, including your Subscriptions (if any) to our Products and Services.

Please review our Privacy Policy to learn more about how we use any information you provide about yourself.

These Terms may be amended by us at any time, and by continuing to use the Sites you accept the Terms as they apply from time to time. If you do not agree to the Terms, please refrain from using the Sites.

DEFINITIONS

For the purposes of these Terms:

“Australian Consumer Law” means the Australian Consumer Law

set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

“Business Day” means a day that is neither:

- (i) a Saturday or Sunday, nor
- (ii) a public holiday in Victoria, Australia.

“Content” means any and all text, publications, newsletters, artwork, photographs, pictures, images, written, audio and visual materials (such as podcasts), motion pictures, software, graphic user interface design, design elements, source code, domain names, logos, button icons, scripts, circuit layouts, other copyright works, trademarks, or intellectual property contained on our Sites.

“Confirmation Email” means an email sent by us acknowledging receipt of your Order and confirming the Price of the Product.

“Free Daily Newsletter” means regular daily and weekly newsletters, which are sent to subscribers for free, and includes any other newsletter that is made available by us to subscribers from time to time.

“Manual Renewal Subscriptions” includes the following Subscriptions which are not automatically renewing Subscriptions: gift Subscriptions, bundle Subscriptions, or those other Subscriptions determined by us from time to time.

“Order” means the order submitted by you to purchase a Product or Subscription.

“Product” means books, eBooks or any other Products (not

including Subscriptions) sold on the Sites that under the Australian Consumer Law are defined as consumer goods.

“Proof of Purchase” means any documents related to your Order, including original receipt, tax invoice and a bank statement.

“Registration Data” means any information provided by you to us in connection with your use of the Sites and access to our Products and Services, including but not limited to name, date of birth, contact details, password, and billing and payment information.

“Related Entity” is given its meaning in the Corporations Act 2001 (Cth) and is construed for the purposes of these Terms to include the following:

- The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) (ACN 652 677 542).
- The Australia Today Network Pty Ltd (ACN 652 677 542) trading as The Australia Today News (The Australia Today) (ABN 84 652 677 542).

“Sites” means and collectively refers to this site, other platforms, mobile applications (apps), redirected domains, and digital properties owned and operated by The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) (to which these Terms and our Privacy Policy apply), as set out in clause 27.5 of these Terms.

“Services” means our services provided to our customers, including (but not limited to) printed and digital publication, news reporting, advertising, podcasts and audio production (both online or offline),

event hosting and consulting services.

“Subscription” means and includes the different types of subscriptions, including, for example, subscriptions to print issues, digital applications, and print and digital bundles of Subscription only Newsletters, podcasts, and those other publications that are produced by us from time to time.

1. ACCOUNT REGISTRATION

1.1 To subscribe and obtain access to the Sites and our Content, you may register for a user account (“Account”). By registering for an Account, you will be required to accept these Terms and our Privacy Policy as a condition of joining as a user.

1.2 As part of the registration process and as a condition of your access to the Sites, you must create an Account, either:

(a) in your individual capacity; and/or

(b) in your professional capacity as a member of an organisation;

by providing us with the relevant Registration Data of the registered user or subscriber. The Registration Data for the registered user must be current, complete and accurate. You may set up an Account by connecting your Facebook, LinkedIn, Twitter or Google account.

1.3 If your Registration Data changes, you must promptly update your Account to reflect those changes.

1.4 As a user of the Sites, you agree that:

(a) you will use the Sites only for purposes permitted by the Terms;

(b) you are responsible for maintaining the confidentiality of your Registration Data at all times;

(c) you are solely responsible for the use and maintenance of your Account;

(d) we may deny anyone access to an Account, our Services or the Sites at any time and for any reason without notice; and

(e) we are not obliged to confirm the identity of the Site users.

1.5 Each registration and Subscription is for the personal use of the registered user or subscriber only. You may not share your log in details or password with any other person. The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) does not allow multiple users (networked or otherwise) to access the Sites through a single name and password and may cancel or suspend your access to the Sites if you do this, or breach any of these Terms, without further obligation to you.

1.6 You acknowledge that in the event that we believe that you have breached these Terms, we may at our sole discretion terminate or suspend your Account with us, and you will not be entitled to a refund of any Product or Subscription.

1.7 We will use your Registration Data and any other personal

information provided by you to us in accordance with our Privacy Policy.

1.8 You may receive emails from us confirming the details of your registration, and providing you with necessary information relating to your access and use of the Sites.

2. CAPACITY

You represent and warrant to us as follows:

(a) you have the legal capacity to understand and enter these Terms and our Privacy Policy; and

(b) you are of at least 18 years of age; or alternatively you have permission from your parent(s) or legal guardian(s) to use the Sites.

3. LICENCE TO USE OUR SITES

3.1 We grant you a non-exclusive, revocable and non transferable licence to use the Sites in accordance with these Terms.

3.2 The Sites may contain links and other pointers to Internet websites or applications operated by third parties. We do not control these linked websites and are not responsible for the contents of any linked website. Your access to any such website is entirely at your own risk. You should contact the relevant third party directly to

make enquiries concerning the information prior to entering into a transaction in relation to the third-party products and services.

3.3 You may share and embed links from our Sites on third party websites; however, we wholly reserve the right to remove and/or to request the removal of any such links at our sole discretion.

3.4 Except as expressly permitted by these Terms, any: (a)

modification or other use;

(b) sale; or

(c) redistribution in any form or medium,

of the Content is prohibited without our prior written

permission. 3.5 You acknowledge and agree that:

(a) we retain complete editorial control over the Sites and may alter, amend or cease the operation of the Sites at any time in our sole discretion; and

(b) while we make every effort to operate the Sites on a continuous basis, they may be unavailable from time to time (including for maintenance purposes).

3.6 In exchange for the licence granted to you under this clause, you

must not:

(a) use the Sites in breach of any applicable laws or regulations;

(b) use the Sites (or Content obtained from the Sites):

(i) to transmit (or authorise the transmission of) “junk mail”, “chain letters”, unsolicited emails, instant messaging, “spimming”, or “spamming”;

(ii) to impersonate any person or entity;

(iii) to solicit money, passwords or personal information from any person; or

(iv) to harm, abuse, harass, stalk, threaten or otherwise offend others;

(c) use any search robot, spider, or other device or process to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of the Sites and its Content;

(d) use the Sites with the assistance of any automated scripting tool or software;

(e) frame or mirror any part of the Sites and its Content without our prior written authorisation;

(f) copy, reverse engineer, decipher, or otherwise disassemble any portion of the Sites or cause any other person to do so; or

(g) delete any attributions or legal or proprietary notices on the Sites.

4. INTELLECTUAL PROPERTY AND USER CONTENT

4.1 You acknowledge and agree that, as between you and us, we own all intellectual property rights in the Sites. Nothing in these Terms constitutes a transfer of any intellectual property rights from us to you.

4.2 The Content of the Sites and any material emailed to you or otherwise supplied to you in conjunction with the Sites is copyright of The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) and its licensors, and is subject to Australian and international copyright and intellectual property laws. You may not use or reproduce or allow anyone to use or reproduce any Content (such as “The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today)” name and logo or other trade names appearing on the Sites) for any reason without prior written permission from us. The software that operates the Sites is proprietary software and you may not use it except as expressly allowed under these Terms.

4.3 You may retrieve and display the purchased Products or Content from the Sites on a computer screen or mobile device, print individual pages on paper (but not photocopy them) and store such pages in electronic form on your computer or mobile device for your

personal, non-commercial use.

4.4 Except as expressly permitted by this clause, you may not reproduce, modify or in any way commercially exploit our Products or Content on the Sites. In particular, but without limiting the general application of the restrictions in the previous sentence, you may not do any of the following without prior written permission from The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today):

(a) reproduce or store in or transmit to any other website, newsgroup, mailing list, electronic bulletin board, server or other storage device connected to a network or regularly or systematically store in electronic or print form, all or any part of the Products or Content;

(b) publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit all or any part of the Products or Content (including as part of any library, archive or similar service);
or

(c) remove the copyright or trade mark notice from any copies of the Content made under these Terms.

4.5 We retain all rights, title and interest in and to our Products, Services and the Sites. Nothing you do on or in relation to our Products, Services or the Sites will transfer any:

(a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright;

(b) right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or

(c) thing, invention, design, system, work or process that is the subject of a patent, registered design or copyright or any other intellectual property right (or an adaptation, improvement, modification of such a thing, invention, design, system, work or process).

4.6 You are solely responsible for any material, opinion, content or data that you:

(a) post, publish or otherwise transmit through the Sites, if available; or

(b) obtain through accessing or using the Sites

(collectively, "User Content").

4.7 Your User Content must not:

(a) infringe any law, third-party intellectual property rights or any other contractual or proprietary rights of a third party;

(b) contain, promote, or provide information about unlawful activities or conduct;

(c) contain abusive, homophobic, defamatory, libellous, hateful, discriminatory, obscene, inflammatory or racist language;

(d) harass, bully or intimidate any person;

(e) contain viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware; or

(f) contain financial, legal, medical or other professional advice.

4.8 By posting or adding any User Content onto the Sites, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable licence and sub-licence to use that User Content in any way (including, without limitation, by reproducing, changing, translating, and communicating the User Content to the public) and permit us to authorise any other person to do the same thing. This licence will survive any termination of these Terms.

4.9 You represent and warrant to us that you have all necessary rights in respect of any User Content that you post or otherwise contribute to our Sites to grant the licences and consents set out in this clause. You waive any moral rights that you may have in regard to your User Content, and if you add any User Content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.

4.10 You acknowledge that the views expressed in User Content provided by you and other users do not necessarily reflect the views of The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today), and we do not support or endorse any user content. You acknowledge that we have no

obligation to pre-screen, monitor, review, or edit any content posted by you and other users on our Sites. For the avoidance of doubt, we will not be taken to have uploaded, posted, transmitted or otherwise made User Content available on the Sites simply by facilitating others to post, transmit or otherwise make the User Content available. Furthermore, we do not endorse any opinion, advice or statement made by any person other than us.

4.11 Notwithstanding clause 4.10, we reserve the right to:

(a) review, modify, reformat, reject or remove any User Content that you upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) that, in our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and

(b) monitor use of the Sites, and store or disclose any information that we collect, including in order to investigate compliance with these Terms or for the purposes of any police investigation or governmental request.

4.12 If you believe that any User Content infringes your legal rights, you should notify The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) immediately by contacting our customer service centre.

TERMS OF SALE OF BOOKS

5. ORDERS

5.1 When you submit an Order on the Sites for a Product, you are deemed to have read and understood these Terms.

5.2 By placing your Order and paying for the Product, an Order will be treated as an offer to purchase the Product.

5.3 It is your responsibility when you place your Order to ensure that all your details are correct.

5.4 All Orders are subject to Product availability and a Confirmation Email. Please note that a Confirmation Email does not constitute acceptance or guarantee that the Product is available.

5.5 Acceptance by us of an Order will only take place once we have debited your credit or debit card.

5.6 If you change your mind after placing an Order please contact us immediately. We will use our best efforts to amend or cancel the Order but if the Order has already been processed and/or dispatched/downloaded then the Product will be provided to you in accordance with these Terms. If you wish to return the Order under our Returns, Refunds and Exchange Policy under clause 11, this will be treated as a change of mind return.

6. PRODUCT AVAILABILITY

6.1 We reserve the right to limit the sale of Products to reasonable or normal household quantities.

6.2 We use our best endeavours to try to ensure the Products sold on our Sites are available. However, due circumstances outside of our control (for example, errors in our system or an issue with a supplier) may result in a Product being unavailable.

6.3 If a Product is unavailable we will notify you as soon as reasonably practicable. In the instance that we have accepted your Order and we subsequently learn that the Product is unavailable, we will contact you and provide within a reasonable timeframe a full refund for the price of the Product and we shall not otherwise be liable for any additional compensation, loss or damage caused by us cancelling your Order.

7. PRICE AND PAYMENT

7.1 Prices for all Products are in Australian dollars and GST inclusive unless otherwise stated.

7.2 We accept payment via cash, Visa, Mastercard or American Express.

7.3 We will process your Order as promptly as possible. Your payment details must be verified before you can use the purchased Product(s).

7.4 Any discount eligibility is determined at the time of Order. Discounts cannot be applied retrospectively.

8. eBOOKS

8.1 When you purchase an eBook through our Sites you are purchasing a limited, non-transferable licence to download the eBook on any eBook application. This licence is revocable by us, the publisher or its licensors at any time without notice to you and with or without cause.

8.2 Once you have purchased the eBook you will be emailed a download link. For information concerning how to download your eBook, please refer to our FAQ.

8.3 If you have trouble downloading your eBook, please contact us.

8.4 All proprietary interest in the eBook belongs to the publisher or its licensors. Accordingly, you must not copy, reproduce, transmit, share, communicate, post, upload to any website, modify, distribute or make available for distribution any of the eBook in whole or part.

9. DELIVERY AND SHIPPING

9.1 Where possible, we try to use Australia Post for all of our shipping needs within Australia.

9.2 The delivery fee for:

(a) Australia-wide: We will inform you of the delivery fee (if any) prior to you completing your purchase. The delivery fee is variable depending on a range of factors, including but not limited to the type and quantity of Product or Subscription purchased and the delivery destination.

(b) International shipping: : For orders that are under 5 kilograms, the delivery fee will be calculated in accordance with Australia Post charges, which will be reflected in the shopping cart at checkout. Please note, however, if the Product exceeds 5

kilograms we will contact you directly with a quote for a courier after your Order has been placed.

9.3 We try to ensure that all Products are delivered within our timeframe of 2 to 15 Business Days after an Order is placed. However, due to Product availability, processing and circumstances out of our control, delays may occur.

9.4 If you have not received your Order after 3 weeks, please contact us.

9.5 In the instance that you provide an incorrect delivery address, we will not be responsible for loss or damage suffered by you if your Order is delivered to the incorrect address that you have supplied.

9.6 Please note that all delivery/shipping fees are non refundable unless a Product fails to comply with the Australian Consumer Law consumer guarantee provisions, or the consumer law provisions applicable in the place of purchase.

10. CONSUMER GUARANTEES

Our Products come with guarantees that cannot be excluded under the Australian Consumer Law, or the consumer law provisions applicable in the place of purchase. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.

11. RETURNS, REFUNDS AND EXCHANGE POLICY

11.1 Please note that once we have accepted your Order, you cannot return the Product and seek a refund or exchange because you have simply changed your mind.

11.2 However, we will accept returns and provide you with a refund if you are able to provide us with Proof of Purchase, and proof that the Product:

(a) is not of acceptable quality; or

(b) is not fit for its intended purpose; or

(c) does not match the sample or our description.

11.3 If a Product arrives damaged, please contact us immediately and we will arrange for the damaged Product to be returned to us.

11.4 If you are entitled to a refund under these Terms, refunds can only be made to the credit/debit/charge card that was used for the original purchase – unless it has expired, in which case we will contact you.

SUBSCRIPTION TERMS

12. DIGITAL ACCESS SUBSCRIPTIONS

12.1 Where indicated, your Subscription grants you access to the full catalogue of our Content in digital form.

12.2 You may access this Content on the relevant Sites. In order for us to provide you with your digital Subscription, it's vital that you hold a compatible device, email address and Internet access.

12.3 We will try to process your Subscription promptly but do not guarantee that your Subscription will be activated by any specified time.

12.4 By submitting your payment and other Subscription details, you are making an offer to us to buy a Subscription. Your offer will only be accepted by us and a contract formed when we have successfully verified your payment and contact details, at which point we will provide you (or, in the case of a gift Subscription, the recipient of the gift) with access to the Subscription. You will receive written confirmation when your Subscription offer has been accepted (beginning the fulfilment of a Subscription does not signify acceptance).

12.5 All Subscriptions (save for Manual Renewal Subscriptions) auto-renew on a six-monthly or yearly basis. Please refer to clause 14 below to find out how you can handle your subscription.

12.6 At the end of a Manual Renewal Subscription, or upon terminating any other Subscription in accordance with clause 14, if you choose not to renew, you will lose access to the publication's catalogue, and will need to subscribe again in order to regain your access.

12.7 When you use your digital Subscription, you may incur other additional charges, such as telecommunications fees, data fees or service provider fees. You acknowledge you are solely responsible for all such charges.

13. PRINT DELIVERY SUBSCRIPTIONS

13.1 Depending on the publication, delivery of the print editions may be managed by us, a contracted delivery agent or a third party. The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) will not accept any responsibility for any claims, unwanted deliveries or unexpected payments that are the result of any request made by you directly to any newsagency, contractor or any other third party.

13.2 Upon receipt of your Subscription, we will do our best to ensure we can deliver you the print issue.

13.3 In the event that we cannot arrange delivery or collection from a stockist, we will try to contact you by email or phone to arrange an alternative. You will be given the choice to:

(a) switch to a digital-only Subscription and extend your Subscription length appropriate to the amount you paid;

(b) take up a Subscription to a related publication; or (c)

receive a full refund.

13.4 If you believe your Subscription is not being delivered, please notify us immediately.

13.5 Please notify us if Subscription deliveries continue to be made

and/or payments continue to be deducted if you believe a cancellation should have been processed.

13.6 Please check your account statements to verify that the amounts debited from your account are correct and notify us if you believe you are being billed incorrectly.

13.7 Please note that we have the right to refuse to refund past Subscription payments if you have failed to contact us directly to cancel, or to report unexpected payments or non-delivery.

13.8 Some subscribers may not receive various inserts and magazines due to logistical or other limitations, particularly in non metropolitan areas.

14. PRICING, PAYMENT AND RENEWAL

14.1 By purchasing a Subscription, you agree to the price and also the billing frequency stated at the time of your Order.

14.2 Prices for Subscriptions are in Australian dollars and GST-inclusive, unless otherwise stated.

14.3 When you purchase a Subscription, we will endeavour to process your Subscription as soon as possible. Any discount eligibility is determined at the time of your purchase. Discounts cannot be applied retrospectively.

14.4 Please note that all payments are made in advance and we

accept payment through Visa, MasterCard or American Express. It is your responsibility to provide valid payment details and ensure that your payment details are up to date.

14.5 All Subscriptions will automatically renew at the time of purchase (save for Manual Renewal Subscriptions) until you notify us to stop. You can easily change your automatic renewal subscription selection to a non-automatic renewal subscription selection by changing your preferences on your account dashboard or by contacting us.

14.6 For Manual Renewal Subscriptions and Subscriptions which you have chosen to convert to non-automatic renewal subscriptions, we will contact you at the end of the initial Subscription period with an offer to renew your Subscription at the then prevailing renewal rate, which may be varied from time to time. You may cancel your Subscription at any time as set out below.

14.7 For automatic renewal Subscriptions, prior to the end of your Subscription period, we will send you a reminder notice that will indicate the renewal price. If you do not notify us to stop the renewal, your credit or debit card will automatically be charged for the period described in the reminder notice, or if no period is described, the same period of your then current subscription block. By purchasing a Subscription that automatically renews, you agree and authorise us to debit your credit or debit card via our payment processor. This authority will remain valid until you notify us to cancel your Subscription in accordance with clause 14.10.

14.8 For automatic renewal Subscriptions, you must provide valid payment details to our payment processor at the commencement of your Subscription that can be direct debited at time of the renewal. You can update your payment details at any time via the account dashboard.

14.9 In the event that your payment details are invalid or you do not contact us prior to the renewal, your Subscription will be revoked and you will no longer have access to the full catalogue of the subscribed publication in digital form or have your Subscription delivered.

14.10 You can notify us to cancel your Subscription and thereby stop the renewal via the account dashboard or by contacting us. Please refer to the cancellation process in clause 16.

14.11 We reserve the right to change the prices and fees at any time. In the event your Subscription fee changes, you will be given 14 days notification prior to when you would need to make a decision to cancel and not be affected. The new fees will automatically take place from your next billing cycle

14.12 When your automatic renewal Subscription is taken out at a discounted price, the discounted price will not be applied at the time of renewal and instead the Subscription will renew at the regular Subscription price current at the time of renewal. You will be notified of this price 14 days before payment is taken.

15. CHARGES ON YOUR STATEMENT

When you provide us with, or update, your credit or debit card information, your statement may show a \$0 or \$1 authorisation that is placed on your account by our payment processor for card verification purposes. This authorisation will be removed from your account immediately after your card has been verified; however, your bank may take anywhere from a few minutes to a few weeks to

process the removal.

16. CANCELLATIONS AND TRANSFER

16.1 You may cancel your six-monthly or annual Subscription at any time and you may be eligible to receive a pro-rata refund for the unused portion of your Subscription period. To cancel your Subscription, please contact us.

16.2 Please note that if your Subscription includes a digital element, by placing your Order you agree that we may start your digital Subscription immediately and you acknowledge that you will lose your right to a refund in relation to any issues that have been published before you cancelled.

16.3 You must notify us of cancellation at least 1 Business Day before your next billing date, otherwise we may not be able to stop your next payment from being deducted.

16.4 If you opt out of receiving any newsletters or other email communications other than those contained in and associated with your Subscription, we will not refund any subsequent Subscription fees charged unless you have also cancelled your Subscription in line with this clause. Opting out of receiving newsletters or any other email communication otherwise related to your Subscription does not constitute the cancellation of your Subscription.

16.5 The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) reserves the right to suspend or cancel your Subscription at any time in its absolute discretion. In the event

that The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) cancels your Subscription, you

will receive a pro-rata refund for the balance of the term outstanding on your Subscription from the date of suspension or cancellation.

16.6 You may not share or transfer your Subscription to another individual or entity, and we reserve the right to refuse your request to share or transfer your Subscription.

16.7 For clarity, iTunes and in-app Subscriptions are covered under clause 22 of these Terms.

17. YOUR FIRST ISSUE

17.1 We publish our Content on a regular cycle as follows:

The Australia Today, every weekday (not published from the weekend of or following Christmas until the Australia Day weekend)

17.2 Depending on when you subscribe, you may receive your first issue almost immediately or you may need to wait until the next dispatch.

18. INSTITUTIONAL ACCESS

We may offer institutional access to our publications from time to time and at our discretion.

19. SUBSCRIPTION LENGTH

19.1 If you purchase a Subscription equal to or greater than 12 months, you will receive all the issues published during that period.

19.2 If you purchase a Subscription (save for a digital-only Subscription) of less than 12 months, your Subscription will be automatically extended if your subscription falls during a non publishing period such that you receive the correct amount of issues for your Subscription. For example, if you subscribe to The Monthly, which publishes every month except January, and your six-month Subscription falls over January, your Subscription will be extended by one month automatically.

20. SUSPENSIONS

20.1 You can suspend your Subscription to halt deliveries for a period of time, save for Subscriptions to The Australia Today. During this time, you may lose digital access to your Subscription as well.

20.2 Subscriptions to The Australia Today cannot be suspended due to the nature of how they are delivered. We may, at our absolute discretion, permit a suspension in exceptional circumstances. If you require a suspension due to exceptional circumstances, please contact us.

20.3 We reserve the right to suspend or cancel your Subscription at any time in our absolute discretion, provided that we will give you notice of such suspension or cancellation. In the event that we cancel your Subscription, you will receive a pro-rata refund for the outstanding portion of your Subscription.

21. BILLING

All Subscriptions for all of our publications are processed by the relevant The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) entity and will show up on your statement as a payment to that entity or publication. This may change in the future.

22. THIRD-PARTY SUBSCRIPTIONS

22.1 Our Sites offer the ability to subscribe to our publications through third-party stores. Such third parties include (without limitation) the Apple App Store, Google Play Store, MagShop website and iSubscribe (“third-party Subscription”). Third-party Subscriptions purchased through these stores are non automatically renewing Subscriptions, unless otherwise provided through the third-party store.

22.2 For third-party Subscriptions, you may be contacted by the relevant third party at the end of the initial Subscription period with an offer to renew your Subscription at the then prevailing renewal rate, which may be varied from time to time. For more information about how third parties handle your third-party Subscription and/or your Personal Information, please refer to the third party’s terms and conditions of service and Privacy Policy.

22.3 You can cancel a third-party Subscription by:

following these instructions for the Apple App Store or by

following these instructions for the Google Play Store

22.4 Currently, third-party Subscriptions do not include access to the publication websites, and only include access to the back catalogue available in the apps. If you have a third-party Subscription and would like access to the publication websites, please contact us.

22.5 Billing and refunds for these stores are handled by the respective stores, and we will do our best to assist you in the event of a dispute or refund, but we have no control over the ability to issue refunds through these stores.

22.6 If you are not satisfied with the help you receive from these stores, please contact us and we will do our best to resolve the situation.

22.7 If you have purchased your digital Subscription through a third party (not directly through The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today), then the third party's terms and conditions of service will apply to you.

22.8 To the extent permitted by law, we will not be liable to you for any claims related to purchases made through third parties. Please contact the third party directly to address these claims.

23. LIMITATION OF LIABILITY

23.1 To the fullest extent permitted by law (including the Australian Consumer Law, or the consumer law provisions applicable in the relevant place of purchase), we exclude all other rights, remedies, guarantees, conditions and warranties in respect of your use and access of our Sites, access to our Content (whether it is through our Sites or in hard copy form), purchase of Products and any Subscription that you may have to our publications, whether based in statute, common law or otherwise. Subject to the Australian Consumer Law and to the fullest extent permitted by law:

(a) we exclude all liability for any direct, indirect, special and/or consequential damages arising from the use of our Sites in respect to any:

(i) loss of data or business information;

(ii) any business losses, including (without limitation) loss of revenue, profits, commercial opportunities, business reputation, failure to realise expected profits or savings, overhead costs or other economic losses, in contract or tort (including negligence) under any statute;

(iii) glitches, bugs, viruses, trojan horses, or the like, which may be transmitted to or through our Sites by any third party;

(iv) errors, mistakes or inaccuracies of Content or information provided by you (including Order details), including but not limited to sending a Subscription to the address as notified by you;

(v) personal injury or property damage, of any nature whatsoever, resulting from access to and use of our Sites;

(vi) any unauthorised access to or use of our secure servers and/or any and all personal information and/or financial information stored therein; and

(vii) interruption of business or any consequential or incidental damages;

(viii) any statement, opinion, representation, or omission made by a third party;

(ix) any resource or third-party website link, or the accuracy of any information or material contained on a third-party website;

(x) any copyright infringement or other breach of intellectual property rights by a third party; and

(xi) other breach of intellectual property rights by a third party.

(b) your sole remedy shall be limited to replacement of the Product(s), or at the discretion of The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today), repayment of the price that has been paid for the Product(s) or Subscription fees paid within the previous 12 months;

(c) Content included in the Sites and publications is prepared as general information only. It is not advice and should not be substituted for personal advice that takes into account your

individual health, financial or other circumstances. We take no responsibility and disclaim all liability with respect to the accuracy of the Content contained in our Sites and publications on our Sites;

(d) you warrant that any information you have provided to us (including the Registration Data) is true and correct and we disclaim all liability for any loss or damage that you may suffer or incur in the event of incorrect or incomplete Registration Data having been supplied, including (without limitation) sending the publications to the address as notified by you;

(e) you acknowledge that we control all of the Content both on our Sites and in our publications and that such Content may be changed at our absolute discretion without providing you with notice. If, however, our changes to the Content result in a material change to your Subscription, we will take reasonable steps to notify you of the same;

(f) upon our request, you agree to defend, hold harmless and indemnify us and each of our affiliates, directors, officers, employees and agents against any action, claim, loss or expense (including reasonable legal fees) incurred by us, which arises from or in connection with your access or use of our Sites (including any software or hardware damage that you may suffer), your purchase of our Product(s) or your Subscription to our publications; and
(g) we reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defence of such claim.

23.2 To the extent that our liability for breach of any implied warranty or condition cannot be excluded at law, our liability will be limited, at our option, to:

(a) in the case of Services supplied or offered by us: (i)

the re-supply of those Services; or

(ii) the payment of the cost of having those Services re-supplied; and

(b) in the case of goods (for the purposes of these Terms defined as Products) supplied or offered by us:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of the goods;

(iii) the payment of the cost of having the goods replaced; or

(iv) the payment of the cost of having the goods repaired.

23.3 In relation to any express warranty or condition set out in these Terms in connection with goods or services supplied or offered by us or any of our related entities, our liability shall be limited to the amount paid by you for your Subscription to our publications or Products.

24. STORAGE OF YOUR DETAILS

24.1 Your personal information is transmitted via an encrypted

connection and stored by The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today). Please see our Privacy Policy for more details.

24.2 Your credit or debit card information is stored by our payment processor so that we can process your Order and renewal payments (if applicable).

24.3 Your details will be transmitted to our payment processor via Payment Card Industry Data Security Standards (PCI-DSS) compliant protocols. Our payment processor is responsible for protecting the security of credit or debit card details stored on their servers and will take reasonable steps to protect your personal information from unauthorised access and accidental loss or modification.

25. PRIVACY

25.1 The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) and our Related Entities are collecting your personal information for the purpose of administering your Subscription and understanding our audiences. We will otherwise handle your personal information in accordance with our Privacy Policy, which is available on our Sites.

25.2 By providing your personal information, you agree to the terms of our Privacy Policy.

26. DISPUTES

26.1 A party must not commence legal proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of these Terms unless it has complied with this clause. A party claiming that a dispute has arisen must notify the other party to the dispute giving details of the dispute.

26.2 During the 15-Business Day period after notice is given (or any longer period agreed in writing by the parties to the dispute) ("Initial Period") each party to the dispute ("Disputant") must cooperate and take all reasonable steps necessary to resolve the dispute.

26.3 If the Disputants are unable to resolve the dispute within the Initial Period, each Disputant agrees that the dispute must be referred for mediation to a mediator agreed on by the Disputant.

26.4 If the Disputants are unable to agree on a mediator within 7 days after the end of the Initial Period, then the parties must submit the dispute for mediation through the Law Society of Victoria and have the president of that law society appoint a mediator and set the matter for mediation.

26.5 The role of the mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a Disputant unless that Disputant has so agreed in writing.

26.6 Each Disputant must pay its own costs of complying with this clause. The Disputants must pay equally the costs of any mediator engaged.

26.7 The mediation will be held in Victoria, Australia.

26.8 After the Initial Period, a Disputant that has complied with this section may terminate the dispute resolution process by giving notice to each other Disputant. A party to a dispute will only be entitled to pursue other remedies available to it at law or otherwise, if the parties have failed to resolve the dispute within 30 Business Days after commencement of dispute resolution.

26.9 All communications concerning negotiations made by the Disputants in connection with this dispute resolution clause are confidential and, to the extent possible, must be treated as “without prejudice” negotiations for the purpose of applicable law of evidence.

27. GENERAL

27.1 If a provision of these Terms is invalid or unenforceable, it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

27.2 Other than as expressly set out in these Terms, no party has relied on any representation made by or on behalf of the other.

27.3 Our failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right of The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today).

27.4 These Terms are governed by the laws of Victoria, Australia, and each party submits to the exclusive jurisdiction of the state and federal courts located in Melbourne, Victoria.

27.5 You can also find these Terms on our Sites and other platforms made available and updated by us from time to time:

<https://www.theaustraliatoday.com.au/>

28. FORCE MAJEURE

The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today), its affiliates and information providers will not be liable or deemed to be in default for any delay or failure in performance or interruption of the delivery of the Content that may result directly or indirectly from any cause or circumstance beyond its or their reasonable control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorised access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labour problems, wars, or governmental restrictions.

29. CONTRIBUTION TERMS AND CONDITIONS

The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) and each of our Related Entities incorporated from time to time shall be referred to collectively as "The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today)", "we", "us", or "our".

We would like to provide an opportunity for The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) supporters in Australia to make a financial contribution to The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) (“Your Contribution”) in order to support our commitment to providing financial and editorial independence, as well as ongoing support to our editorial processes, across our selected products and publications (“Purpose”).

Please read these terms and conditions (“Terms”), any additional notices, disclaimers and our Privacy Policy carefully as they govern and apply to Your Contribution and the relationship between The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) and each contributor, including the terms on which Your Contribution may be accepted, refused, or returned by The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today). Contributions will only be accepted in the form of either a one-off payment or recurring payments made directly to The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) as described in these Terms.

Please note that any use, access and availability of our Services, including your Subscriptions (if any) to our Products and Services and/or your use of our Sites, are governed by the subscription terms and conditions located on our website, which can be accessed here [Subscription Terms and Conditions](#) (“Subscription Terms”). Capitalised terms in these Terms are given their meaning either in these Terms, or our Subscription Terms.

Please also review our Privacy Policy to learn more about how we use, collect and disclose any information you provide about yourself.

These Terms may be amended by us at any time, and by continuing to generously provide us with Your Contributions and use the Sites, you accept the Terms as they apply from time to time.

29.1. YOUR AGREEMENT

By making Your Contribution, you agree and acknowledge that:

Your Contribution is provided to The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) as an irrevocable gift to us;

You have a right to a refund of Your Contribution pursuant to the below terms and at our discretion;

Your Contribution will be used by us to support our Purpose; and

Your Contribution and our acceptance of the same is by way of a legally binding agreement between you and us, entered into by each party in consideration of the other's obligations under, and subject to, these Terms.

29.2. PAYMENTS

29.2.1 You may make either one-off payments or recurring contributions. You can also change the amount of Your Contribution if you are kind enough to contribute on a recurring basis – please access Support The Australia Today in order to set up recurring contribution payments. If you have already set up a recurring payment and would like to change the amount of your recurring contribution, please visit your account via Donorbox and modify your preferences.

29.2.2 Recurring contribution payments must be made via credit/debit card or PayPal, and payment information must be accurately provided in full at the time you agree to make a recurring contribution.

29.2.3 The recurring contribution payment will continue indefinitely unless it is ended by either party pursuant to section 5 (Refunds and Cancellation of Contributions).

29.2.4 Payments will be made via a third-party payment gateway.

29.3. CONDITIONS OF CONTRIBUTORS

Contributors who are individuals must be aged 18 or over and Australian residents. All other contributors must be incorporated, established and/or registered in Australia (as applicable).

29.4. ADMINISTRATION OF CONTRIBUTIONS

29.4.1 All contributions to The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) shall be made through the The Australia Today support page on the The Australia Today website. Contributions will be accepted by The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) for the entirety of the period during which the support page is live on the The Australia Today Website.

29.4.2 Contributions received by The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) will

be deposited in one or more bank accounts in the name of The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) together with other The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) funds. Each contribution will be identifiable by a unique merchant identification number and accounted for separately by The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today).

29.4.3 Once Your Contribution is processed, The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) will be legally and beneficially entitled to the amount of the contribution in its entirety and will treat the same by way of a gift, and you have no right to a return or refund of a contribution in any circumstances (other than as stated in these Terms), nor to receive any other benefit in return for Your Contribution. By way of example only, no contributor shall have any right to influence the output or policies, editorial or otherwise, of The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today).

29.4.4 Contributions to The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) are not classified as charitable donations under the laws of the states and territories of Australia and, to the best of The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today)'s knowledge, contributions are not tax deductible.

29.5. REFUNDS AND CANCELLATION OF CONTRIBUTIONS

29.5.1 The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) reserves the right to refuse and

return any contribution in its absolute discretion, including but not limited to where it considers that accepting the contribution would conflict with the mission, values or interests of The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today), and/or where, having regard to the source of the contribution or intentions of the contributor, The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) believes that to accept the contribution could adversely affect the impartiality, independence or reputation of The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) or damage The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today)'s relationships with other contributors or stakeholders.

29.5.2 You may request that Your Contribution be refunded within 14 days after receipt of payment by notifying The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) by email at subscribe@theaustraliatoday.com.au. We will not consider any requests for a refund of a contribution received by The Australia Today Network Pty Ltd trading as The Australia Today News (The Australia Today) after the 14-day period.

29.5.3 Any contributions that are refused and/or returned will be paid back into the account from which Your Contribution was made.

29.5.4 If you wish to cancel a recurring contribution, please visit Donorbox and log in to your online identity account. Recurring contributions can also be cancelled by simply emailing subscribe@theaustraliatoday.com.au.

29.6. WHAT WE WILL ASK FOR

29.6.1 We may ask you for the following information prior to you

making Your Contribution:

your full name and contact details (including email address and telephone number);

your preferred payment method (including applicable credit card information);

any other information that we consider to be necessary or desirable to determine the source of the contribution.

29.6.2 We may also undertake any further investigations that we see fit to determine the source of the contribution and publicly identify you and the amount of your contribution.

29.6.3 If you refuse to provide any information requested by us, we may refuse the contribution and (if the same has been paid) return the same to you.

29.7. CONFIDENTIALITY AND PUBLICITY

You must not publicise Your Contribution or otherwise market yourself or any related person or business in connection with Your Contribution, unless you have our prior written consent, and only then if you agree to comply with any relevant policies, procedures or requirements of ours.

29.8. DATA PROTECTION AND PRIVACY

Any personal information provided by you to us for the purposes of making Your Contribution will be dealt with in accordance with our Privacy Policy. By making Your Contribution, you agree to these Terms as well as our Privacy Policy. Our Privacy Policy contains relevant information about how you may access and change the personal information held by us, how you may complain about a

breach of the Australian Privacy Principles or a registered privacy code that binds us and how we will deal with such a complaint. Contact us if you have any queries.

29.9. EXCLUSION OF LIABILITY

To the fullest extent permitted by law, we or any affiliated person or Related Entity, employee, agent, officer or director will not be liable for any loss suffered by any donor or other person arising out of or in connection with a contribution, whether direct or indirect, including loss of revenue, loss of use or value of any data or equipment including software, wasted management, operation or other time (whether any of the foregoing are direct, indirect or consequential), loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, and whether caused by tort (including negligence), breach of contract or otherwise, except in respect of any liability for death or personal injury or any other liability which cannot be excluded or limited under applicable law. We will also not be liable to you for any failure by Donorbox to remit the amount of Your Contribution to us for whatever reason. Any requests by you for a refund with respect to Your Contribution in that instance should be taken up directly with Donorbox. In making such contributions via Donorbox, you acknowledge and agree that the software provided by Donorbox operates for the purpose of permitting you to provide donations to us. Accordingly, we will not have any liability for any software, mechanical or equipment failure caused by or as a result of Donorbox's software or equipment.

30. MISCELLANEOUS

30.1 If a provision of these Terms is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting

the validity or enforceability of the remaining provisions.

30.2 Other than as expressly set out in these Terms, no party has relied on any representation made by or on behalf of the other.

30.3 Our failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right of ours.

30.4 These Terms are governed by the laws of Victoria, Australia and each party submits to the exclusive jurisdiction of the state and federal courts located in Melbourne, Victoria.

30.5 You acknowledge and agree that by clicking on the button labelled "SUBMIT", "DOWNLOAD", "ORDER", "I ACCEPT" or such similar links as may be designated by us to accept these Terms, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the Electronic Transactions (Victoria) Act 2000 (the "E Sign Acts") or other similar statutes or successor or amended statutes whether in Victoria or other Australian states or territories, you agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records of transactions initiated or completed through the site or services offered by us. Further, you waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

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