

CONDITIONS OF USE – VIRTUAL HUB BACKGROUND

1. Tennis Australia Limited (**TA**) provides access to the Virtual Hub for the benefit of tennis stakeholders. The Virtual Hub is operated by third parties contracted by TA using servers both in Australia and overseas.
2. YOUR USE OF THE VIRTUAL HUB PROVIDED BY TA IS SUBJECT TO THESE CONDITIONS.

CONDUCT

3. TA wants everyone who uses the Virtual Hub to have a safe and enjoyable experience and TA needs your help to ensure this is the case. As such, in using the Virtual Hub you agree that you will not:
 - (a) post content that is:
 - (i) hate speech or racially offensive;
 - (ii) threatening;
 - (iii) pornographic, profane or contains nudity or graphic or gratuitous violence;
 - (iv) is likely to or intended to incite violence;
 - (b) use the Virtual Hub for any improper or unlawful purpose, including:
 - (i) stalking, harassing, bullying or discriminating against other users;
 - (ii) misleading or deceptive conduct, defamation, libel or a breach of confidence;
 - (c) impersonate any other person or entity while using the Virtual Hub;
 - (d) upload viruses or other malicious code designed to damage the Virtual Hub;
 - (e) do anything that could disable, overburden, or impair the proper working or appearance of the Virtual Hub;
 - (f) copy or reverse-engineer any part or whole of the Virtual Hub;
 - (g) collect content from the Virtual Hub using automated means (such as harvesting bots, robots, spiders, or scrapers); or
 - (h) post unauthorised commercial communications (such as 'spam' or advertisements) on the Virtual Hub.
4. TA may delete any content from the Virtual Hub at any time (in its sole and absolute discretion).

INTELLECTUAL PROPERTY

5. Copyright in all components of the Virtual Hub is owned or licensed by TA unless otherwise indicated.
6. You must not copy, modify or transmit any material from the Virtual Hub without TA's consent. In particular, you must not incorporate any material from any part of the Virtual Hub in any commercial

work or publication, and no material from the Virtual Hub may be distributed or copied for any commercial purpose. You may save, print or reproduce copy from the Virtual Hub **solely** for your personal (non-commercial) education or information.

7. The Virtual Hub contains trade marks which may be registered or otherwise protected by law. These include the TA logo and the logos of tennis tournaments. You are **not** permitted to copy or use these trade marks.
8. Where you are invited to submit any contribution to the Virtual Hub (including text, photographs, graphics, video or audio) you agree, by submitting your contribution, to:
 - (a) warrant to TA that your contribution is your own original work, it is not defamatory, it does not infringe any law, and that you have the right to make it available to TA; and
 - (b) grant TA a perpetual, royalty-free, non-exclusive, sub-licensable right and licence to use, reproduce, modify, distribute, and exercise all copyright and publicity rights with respect to your contribution worldwide. If you do not want to grant to TA the rights set out above, you should not submit your contribution to the Virtual Hub.
9. You are not permitted to publish links to the Virtual Hub on your own websites or systems without TA's express permission.

PERSONAL INFORMATION

10. TA respects your privacy. The personal information you submit while using the Virtual Hub will be collected, used and disclosed in accordance with any privacy statement disclosed to you and the Tennis Privacy Policy (<http://www.tennis.com.au/privacy>), which contains information about how you may access and seek correction of your personal information, how you can complain about a breach of your privacy, and how the complaint will be dealt with.
11. In certain limited situations, the information that you submit while using the Virtual Hub may be made publically available in accordance with the Tennis Privacy Policy. For example:
 - (a) if you are a coach member of TA, your business and contact details may be advertised to prospective participants at www.tennis.com.au; or
 - (b) if you are a tennis player with TA, your name, age/year of birth or location may appear on tennis rankings, tournament schedules, competition schedules and results pages.
12. It is your responsibility to keep your personal details, including contact information, accurate and up-to-date so TA can most effectively communicate with you and operate the Virtual Hub for your benefit.

ANTI-SPAM NOTICE

13. You **must not** use any personal information (including, but not limited to names, locations and any email addresses) that appears on the Virtual Hub to infer consent to the receipt of unsolicited commercial electronic messages or other communications from you or other third parties. Without

limiting the foregoing, the personal information (including, but not limited to, email addresses) of any TA personnel or any personnel of an Australian Tennis Organisation must not be used by you to send unsolicited commercial electronic messages.

SIGN-ON CREDENTIALS

14. You may be required to register or sign-on as a user to access certain areas of the Virtual Hub. You may need to provide an ID, username, password or other sign-on credentials and when doing so. You must ensure that you keep your sign-on credentials secret and that you do not disclose them to anyone – as you are responsible for all activities undertaken under your sign-on credentials.
15. It is your responsibility to notify TA immediately of any unauthorised use of your sign-on credentials as soon as you become aware of it.
16. You must not transfer your sign-on credentials to anyone without first obtaining TA's permission.
17. TA may merge your records if you have duplicate or superfluous sign-on credentials or other records on the Virtual Hub.
18. If you are under 18 years old, you should obtain the consent of your parent or guardian before using or registering for the Virtual Hub.

NO LIABILITY FOR CONTENT

19. TA may update any content on the Virtual Hub from time to time, without notice.
20. The Virtual Hub may contain links to other websites or systems including social media channels. TA provides these links as a courtesy and ready reference for engaging in tennis and not as an endorsement of any website or system, its operator or any goods or services promoted. TA is not responsible for, and will not be liable in respect of, the content or operation of any other websites or system.
21. Subject to any applicable law which cannot be excluded:
 - (a) you use the Virtual Hub at your own risk;
 - (b) TA provides you with access to the Virtual Hub without any express or implied warranties, including, but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement;
 - (c) TA does not guarantee, or make any representations or warranties that the Virtual Hub will be always safe, secure, complete, available, and free of errors;
 - (d) TA excludes all warranties, whether express or implied, in relation to the Virtual Hub and any goods or services accessible or promoted via the Virtual Hub.
22. TA excludes and will not, in any case, be liable for:

- (a) any direct loss or damage that you may suffer as a result of using the Virtual Hub; and
- (b) any loss of profit, business opportunity, goodwill, anticipated savings or data, or for any special, indirect, incidental or consequential loss or damages of whatsoever kind resulting from the use of the Virtual Hub, even if TA was aware or ought to have been aware of the possibility of such loss or damage,

however arising, whether in contract, tort, negligence, misrepresentation or otherwise.

BREACH

- 23. If you breach these Conditions, TA may, in addition to any other remedy available to it, block your access to the Virtual Hub and may deactivate any sign-on credentials you hold.

GENERAL

- 24. These Conditions may be updated by TA from time to time. TA will post, or link to, any new Conditions on the Virtual Hub. Your continued use of the Virtual Hub constitutes acceptance of the amended Conditions.
- 25. These Conditions are governed by the laws of the State of Victoria, Australia and you submit to the exclusive jurisdiction of the Victorian courts.
- 26. Any Condition that is either wholly or partly unenforceable will be severed to the extent necessary to make the remaining Conditions enforceable.
- 27. Any partial exercise, failure to exercise, or delay in exercising a power, right or remedy provided under these Conditions, or by law, does not operate as a waiver, or prevent or restrict any further or later exercise of that power, right, or remedy.

If you have a query regarding these Conditions, please contact TA via the following email address:
aovirtualhub@tennis.com.au.