

MySocialRewards – Terms and Conditions

Terms and Conditions (“Terms”)

Last updated: 1 March 2016

1. What are these Terms about

Please read these terms and conditions carefully before using the <http://www.mysocialrewards.com.au> website (the “Service”) operated by Tonberry Pty Ltd (“us”, “we”, or “our”).

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

MySocialRewards services are made available to you by Tonberry. If you have any questions about these Terms you can contact us with the contact details found at the end of these Terms.

2. What are MySocialRewards services

In the Terms:

“MySocialRewards” refers to the online service providing affiliate style marketing services to consumers that enable you to access deals and offers which you can apply for to share to your social circles. Upon approval you will be provided with a unique code for each deal and/or offer you are approved for. Each time this unique code is used for a purchase of that deal/offer you will be credited with a cash amount.

The deals and offers found on the site are not owned by MySocialRewards or Tonberry and we provide no guarantee as to the reliability or provision of goods and/or services associated with the deals and/or offers that we post on the Service.

You acknowledge that Tonberry has editorial control over all MySocialRewards content at all times.

3. How can I use MySocialRewards

If you comply with these Terms and any applicable Additional Terms and with all relevant laws (for instance, copyright law), you may use MySocialRewards to gain access to deals and offers that you may share in any way you see fit for your personal or business use.

You will have to apply for an account and apply for each deal/offer that you want to participate in. We reserve the right to refuse any user for any deal/offer at our sole discretion.

For further information and a guide on how to use MySocialRewards see our “How-To” guide.

4. How you may NOT use MySocialRewards

You may not alter the deals/offers found on the Service.

You may not infringe or try to infringe the privacy or other rights of other MySocialRewards users. This includes you storing or trying to store personal data or usage details of other MySocialRewards users.

You may not infringe any applicable law when using the Service to access, view or share MySocialRewards content.

You may not directly or indirectly suggest any endorsement or approval by us of a deal/offer for any non-Tonberry entity, product or content or any belief or opinion expressed within a deal/offer.

You may not disrupt or try to disrupt the Service. You agree not to use the service to distribute software viruses or other harmful programs, or use the Service to engage in harmful, harassing or otherwise objectionable activity, including activity inhibiting access to the Service by other users.

You may not harass or cause distress or inconvenience to any other person using the Service or transmit obscene or offensive content or disrupt the normal flow of dialogue within the Service, in particular, on MySocialRewards message boards and blogs.

Additional Terms for MySocialRewards may allow you to display the Service content on your website, blog or other product or service, but you may not display MySocialReward content where it is on or in connection with Excluded Products or Services, namely products or services which:

- contain pornography and sexually explicit content;
- contain offensive text or images;
- incite hatred whether based on race, religion, gender, sexuality or otherwise, or promote, encourage or facilitate anti-social behaviour;
- contain gratuitous violence or promote, encourage or facilitate violence;
- promote, encourage or facilitate terrorism or other activities that risk national security;
- discriminate against any specific social group or otherwise exploit vulnerable sections of society;
- promote, facilitate or encourage illegal activity;
- are misleading, defamatory, or that contain illegal, or otherwise actionable content under Australian law;
- infringe individual privacy
- put the welfare of children at risk;
- promote the tobacco industry or the armaments industry (including gun clubs);
- where presence of MySocialRewards might be perceived as damaging MySocialRewards reputation for accuracy and impartiality; and
- bring MySocialRewards into disrepute.

This list is not exhaustive and may be amended by Tonberry from time to time (collectively referred to as "Excluded Products or Services").

5. Intellectual Property

All copyright, trademarks, design rights, patents and other intellectual property rights (registered or unregistered) in and on the MySocialRewards website belong to Tonberry Pty Ltd and/or third

parties (which may include you or other users). Tonberry reserves all of its rights in MySocialRewards. Nothing in the Terms grants you a right or licence to use any trademark, design right or copyright owned or controlled by Tonberry or any other third party except as expressly provided in the Terms.

6. Features of MySocialRewards and how they work?

You can use the Service on a variety of compatible devices. The Terms apply to your use of the Service on any device. Some features may not be available on all devices. Tonberry makes no guarantee that all or any features of the Service will work on any particular device.

Some of the features and functions of the Service are only available to users who have a free MySocialRewards website login. Having a login allows you to sign in with a username and password or through your social accounts so that you can access more features and functions, and so that you can interact with the Service and other users of the Service.

MySocialRewards may contain hyperlinks to websites and resources owned and operated by third parties. These third party websites and resources have their own terms of use and we urge you to review them. We do not accept any responsibility or liability for any third party websites and resources and your access and use of such services and content is at your own risk.

7. What obligations do you have under the Terms?

You must comply with the Terms.

You are solely responsible for paying all expenses you may incur when you access or use the Service or access or download MySocialRewards Content including your internet or data service provider charges and any excess charges to that provider if you have a limit on the amount of data you can download together with all costs of the equipment and software you need to connect to and use the Service. Tonberry is not responsible if your equipment or software is not compatible with the Service.

You are solely responsible for keeping your MySocialRewards account username and password (if you have them) confidential and you are responsible for all activity that occurs under your MySocialRewards account.

8. How does MySocialRewards use my personal information?

You can read how MySocialRewards uses your personal information in our privacy policy which forms part of the Terms.

9. What are MySocialRewards' and Tonberry's legal obligations to you and how do the terms limit Tonberry's liability?

Tonberry does not guarantee that the Service will always be available or be uninterrupted, timely, secure or free from bugs, viruses, errors and omissions.

Tonberry reserves its right to modify, suspend or discontinue all or part of the Service or any part of the MySocialRewards Content without giving you any notice.

Tonberry is not responsible for the following kinds of loss or damage which may arise from your use of the Service:

- loss or damage suffered by you or someone else when Tonberry complies with the Terms;
- loss or damage which is caused by Tonberry when it does not comply with the Terms but which Tonberry and you could not anticipate nor expect to happen when you started using the Service;
- any loss which is indirect or a side effect of the main loss or damage and which Tonberry and you could not anticipate nor expect to happen when you started using the Service, for instance if you lose revenue or salary, profit, opportunity or reputation;
- provided Tonberry complies with its [Privacy and Cookies Policy](#), any loss of data or damage to your device or software; and
- any loss or damage if the Service is not provided to you or are interrupted or suspended or if Tonberry does not comply with the Terms because of events beyond Tonberry's control, such as an act of God, accident, fire, lockout, strike or other official or unofficial labour dispute, civil commotion, rule or order or act of Government or other act or event beyond the reasonable control of Tonberry.

As a consumer, you may have certain legal rights regarding claims in respect of losses caused by Tonberry's negligence or the failure by Tonberry to carry out its obligations. Nothing in the Terms is intended to limit your legal rights as a consumer.

10. How can Tonberry stop making the Service available to you and what happens if it does so?

Tonberry reserves the right to stop making all or any part of the Service available to you with immediate effect and without notice if:

- you breach any terms found in section 4;
- you breach any of the Terms; and
- there is, in Tonberry's reasonable opinion, any reason why the Service must be withdrawn.

If Tonberry stops making the Service available to you, you may be asked to cease all activity associated with your account immediately.

11. What other Terms of Use apply?

If Tonberry decides not to exercise or enforce any right that it has against you at a particular time, then this does not prevent Tonberry from later deciding to exercise or enforce that right.

If any part of the Terms is found to be illegal, invalid or otherwise unenforceable by a court or regulator, then, where required, that part shall be deleted from the Terms and the remaining parts of the Terms will continue to be enforceable.

The Terms do not create or infer any rights that are enforceable by any person who is not party to the Terms.

You may not assign, sub-license or otherwise transfer any of your rights and obligations in the Terms to any other person.

Any disputes arising out of the Terms will be governed by and interpreted in accordance with the laws of New South Wales. If you choose to bring proceedings in connection with the Terms you must do so in the courts of New South Wales.