

## Silver Memories Subscription and Maintenance Agreement (Terms and Conditions)

### 1. Introduction

- 1.1. This Subscription and Maintenance Agreement comprises the terms of a legal agreement between Music Broadcasting Society of Queensland Limited (ACN 009 992 554) (**Silver Memories, we, our or us**) and the entity listed in the Schedule (**Customer, you or your**) (**agreement**) for the provision of nostalgia radio broadcasting services delivered by vast satellite, as further described on the Website (**Broadcasting Services**).
- 1.2. You acknowledge that you have read, understood, and agreed to be bound by the terms of this agreement.

### 2. Term

- 2.1. This agreement commences on the date of execution of the agreement by both parties (**Commencement Date**), and shall, unless otherwise terminated in accordance with its terms, continue for the Initial Term and, thereafter, this agreement shall be automatically renewed for successive periods equal to the Initial Term (each a **Renewed Term**), unless either party notifies the other of termination in writing at least 30 days before the end of the then current term, in which case this agreement shall terminate upon the expiry of the then-current term.

### 3. Change

- 3.1. We reserve the right to change any provision of this agreement in any way and we may, in our absolute discretion and at any time, add, change or remove any content, programs, functions or features of the Broadcasting Services (including any broadcasting schedules) or Maintenance Services, with, or without notice, to the Customer.

### 4. Provision of the Broadcasting Services

- 4.1. Silver Memories shall:
  - (a) provide the Customer with a licence to access and use the Broadcasting Services at the Premises substantially in accordance with the Website and this agreement.
  - (b) lease the Broadcasting Equipment to the Customer for the Initial Term on the terms and conditions of this agreement; and
  - (c) provide Maintenance Services during Business Hours.

- 4.2. In the event Silver Memories fails to provide the Broadcasting Services and Maintenance Services in accordance with clause 4, Silver Memories will use reasonable endeavours to correct any such non-performance or provide the Customer with an alternative means of accomplishing the desired performance. To the fullest extent permitted by law, the foregoing constitutes your sole and exclusive remedy for any breach of clause 4.

- 4.3. The obligations in clause 4.1(c) do not apply in the event of:

- (a) any non-conformance which is caused, or contributed to, by use of the Broadcasting Equipment contrary to Silver Memories' instructions or the Documentation.
- (b) modification or alteration of the Broadcasting Equipment by any party other than Silver Memories or the manufacturer.
- (c) the unsuitability or malfunction of the computer hardware, computer software or equipment in conjunction with which the Broadcasting Equipment are used.
- (d) a Force Majeure Event; or
- (e) the unsuitability or malfunction of the Broadcasting Equipment when used in conjunction with any software, platforms, equipment, and tools supplied by a third party.

- 4.4. If any of the circumstances in clause 4.3 apply, the Customer is liable to Silver Memories for and must indemnify Silver Memories for:

- (a) the full cost of either repairing or replacing the Broadcasting Equipment as determined by Silver Memories at our absolute discretion; and
- (b) any other costs arising from or in connection with the loss, theft or damage to Broadcasting Equipment.

### 5. Customer obligations

- 5.1. During the Term, the Customer must:
  - (a) ensure that the Broadcasting Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent Personnel and in accordance with any Documentation.

- (b) satisfy itself as to the suitability, condition and fitness for purpose of the Broadcasting Equipment without relying upon the skills or judgment of Silver Memories. Silver Memories is entitled to assume that the Broadcasting Equipment was installed by Silver Memories' Personnel in good working order and condition.
  - (c) take such steps (including compliance with all safety and usage instructions and Documentation provided by Silver Memories or affixed to the Broadcasting Equipment) as may be necessary to ensure that the Broadcasting Equipment is at all times safe and without risk to health and safety when it is being accessed, used, cleaned or maintained by the Customer;
  - (d) comply with all Relevant Laws.
  - (e) obtain and maintain all equipment, hardware and software required by the Customer to use and/or access the Broadcasting Services and Broadcasting Equipment.
  - (f) promptly notify Silver Memories if the Broadcasting Equipment needs repair. The Customer must not alter or repair the Broadcasting Equipment and shall not remove any existing components or parts from the Broadcasting Equipment without the prior written consent of Silver Memories. Title and property in all substitutions or replacements made in or to the Broadcasting Equipment shall vest in Silver Memories immediately upon installation and title shall only pass to the Customer once the Customer has paid all Access Fees for the Initial Term;
  - (g) not remove the Broadcasting Equipment from the Premises, relocate the Broadcasting Equipment from the designated installation area to another location at the Premises or use the Silver Memories Broadcasting Equipment at any other location (other than the Premises), unless Silver Memories has agreed in writing.
  - (h) permit Silver Memories to inspect the Broadcasting Equipment and to provide Maintenance Services in respect of the Broadcasting Equipment at reasonable times and to enter upon the Premises or any premises at which the Broadcasting Equipment may be located, and the Customer shall grant Silver Memories reasonable access to such facilities for the purpose of inspection and to provide the Maintenance Services; and
    - (i) not use, copy, modify, record or reproduce any part of the Broadcasting Services, for commercial purposes without obtaining an express licence to do so from us or our licensors.
- 5.2. The Customer shall be responsible for any Loss caused by, or to, the Broadcasting Equipment during the Term, or caused by any act or omission of the Customer, its Personnel or by third parties during the Term. The Customer shall always remain responsible for any act or omission of a third party.
  - 5.3. If the Broadcasting Equipment is lost, damaged, stolen or becomes unsafe to use during the Term:
    - (a) the Customer must immediately stop using the Broadcasting Equipment and the Customer must promptly notify and provide full details to Silver Memories; and
    - (b) the Customer must take all steps necessary to prevent further damage to the Broadcasting Equipment.
  - 5.4. The Customer must not remove, deface, erase or cover up any identifying marks, ownership marks, plates, numbers, notice, warnings or safety information, on the Broadcasting Equipment.
- 6. Installation**
- 6.1. Silver Memories or our Personnel shall install the Broadcasting Equipment at the Premises as soon as practicable after the Commencement Date.
  - 6.2. The Customer agrees to provide Silver Memories with all such information and access to data, Personnel and the Customer Environment at the Premises as requested by Silver Memories to deliver and install the Broadcasting Equipment. The Customer will ensure the Customer Environment at the Premises is accessible, prepared for the installation in accordance with the Documentation and safe for Silver Memories to deliver and install the Broadcasting Equipment.
  - 6.3. Silver Memories may, at our absolute discretion, refuse to deliver to and/or install the Broadcasting Equipment at specific

premises for any reason, including, but not limited to, where Silver Memories consider the Broadcasting Equipment to be at high risk of being lost, damaged or destroyed if delivered and/or installed at the specific premises, or where a specific premises is inaccessible to Silver Memories (or our Personnel).

- 6.4. You will procure that your Personnel will be present at delivery and during the installation of the Broadcasting Equipment. Once the Broadcasting Equipment has been delivered and installed by Silver Memories, the Customer will examine the Broadcasting Equipment to determine whether the Broadcasting Equipment is in good condition and complete in every way for purpose for which it is intended. The delivery and installation of the Broadcasting Equipment is deemed to be effective and the Broadcasting Equipment is considered to be in good working order, if the Customer (or any of the Customer's Personnel) sign a receipt confirming acceptance of the Broadcasting Equipment.
- 6.5. Where the Customer requests that the Broadcasting Equipment be collected or relocated, Silver Memories shall use reasonable endeavours (at the Customer's cost) to collect and dismantle the Broadcasting Equipment from the Premises and to deliver and re-install the Broadcasting Equipment at the new premises, by the date and time agreed between the parties in writing.

## 7. Risk and title

- 7.1. The risk of the Broadcasting Equipment, including from loss, theft, damage or destruction of the Broadcasting Equipment, will pass to the Customer on and from delivery. The Broadcasting Equipment will remain at the sole risk of the Customer at all times during the Term.
- 7.2. Until the Customer has paid all Access Fees for the Initial Term, the Broadcasting Equipment shall at all times remain property of Silver Memories and the Customer shall have no right, title or interest in or to the Broadcasting Equipment (save the right to possession and use of the Broadcasting Equipment during the Term subject to this agreement).
- 7.3. During the Initial Term, the Customer must not, without prior written consent of Silver Memories:
- part with control of (including for the purposes of repair or maintenance), transfer, sub-let, assign, sell or offer for sale or lend or otherwise

encumber the Broadcasting Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it (wholly or partly);

- attach the Broadcasting Equipment to any land or building so as to cause Broadcasting Equipment to become a permanent or immovable fixture on same. The Customer acknowledges that the Broadcasting Equipment is not affixed to the land or building.
- do or permit to be done any act or thing which will or may jeopardise right, title and/or interest of Silver Memories in the Broadcasting Equipment; and
- dismantle or repair the Broadcasting Equipment.

- 7.4. The Customer shall give immediate written notice to Silver Memories in the event of any Loss, accident or destruction of the Broadcasting Equipment.

## 8. PPSA

- 8.1. If Silver Memories determines, in its absolute discretion, that the PPSA applies to any transaction under this agreement, the Customer will:
- grant a first ranking security interest and purchase money security interest in favour of Silver Memories in the Broadcasting Equipment and the proceeds arising in respect of any dealings in the Broadcasting Equipment for the purpose of the PPSA, as security for all amounts owing now or in the future, which is a continuing security despite any settlement of account or other matter or thing until a final discharge is given to Silver Memories (where applicable), and that it waives the right to receive any verification statement relating to the security interest created in this agreement;
  - it will do things necessary (such as obtaining consents and signing documents) to enable Silver Memories to register and perfect its security interest in the Broadcasting Equipment and its proceeds and, if requested by Silver Memories, will not take possession of the Broadcasting Equipment unless Silver Memories has registered a financing statement designating a purchase money security interest over them.
  - not register a financing charge statement in the respect of security interest contemplated or constituted

by this agreement without Silver Memories' prior written consent and will not create any security interest in the Broadcasting Equipment, nor register or permit to be registered a financing statement or finance charge statement in relation to the Broadcasting Equipment in favour of a third party without Silver Memories' prior written consent.

- (d) Silver Memories may appropriate (or re-appropriate despite any prior appropriation) moneys received in respect of the Customer in its absolute discretion towards any part of the amounts owing in this agreement, including in order to maximise the extent to which it can have recourse to its security interest in the Broadcasting Equipment held by the Customer.
- (e) to the extent permitted by the PPSA, sections 95, 96, 117, 118, 121(4), 125, 127, 129(2) and (3), 130, 132, 134(2) 135, 142 and 143 of the PPSA do not apply to the obligations owed between Silver Memories and the Customer in accordance with this agreement and the Customer has no rights under them; and
- (f) to promptly notify Silver Memories of any changes in writing of the Customer's details set out in the Schedule.

## 9. Fees and payment

- 9.1. To access and use the:
  - (a) Broadcasting Services, the Customer must pay the Access Fees; and
  - (b) Maintenance Services, the Customer must pay the Maintenance Fee,to Silver Memories in accordance with the Schedule.
- 9.2. The Customer shall pay the Access Fees and Maintenance Fees to Silver Memories in advance on the date specified in accordance with the Schedule.
- 9.3. The Access Fees and Maintenance Fees shall be payable in Australian Dollars and are exclusive of GST, which are payable in addition.
- 9.4. To the extent permitted by Relevant Laws and unless otherwise stipulated in this agreement, the Customer agrees that all Access Fees and Maintenance Fees payable to Silver Memories are non-refundable.
- 9.5. If the Customer fails to pay any amount to Silver Memories under this agreement by the due date, without limiting any other remedies available to Silver Memories

under this agreement or under any Relevant Laws, Silver Memories may, our sole discretion, do all or any of the following:

- (a) charge interest on all outstanding invoices, charged at an interest rate of 1.25% per month (15% per annum). Interest will accrue daily and be payable upon demand; or
  - (b) suspend the provision of Broadcasting Services and/or Maintenance Services until all outstanding invoices are paid in full (including any interest); or
  - (c) set off all outstanding invoices against any amounts owing to the Customer by Silver Memories and the Customer in under this agreement; or
  - (d) terminate this agreement in accordance with clause ten.
- 9.6. The Customer will pay Silver Memories all costs and expenses incurred in recovering any outstanding invoices, fees or charges (including interest), legal costs (on a solicitor/client basis) or expenses paid by Silver Memories to mercantile or collections agents.

## 10. Termination

- 10.1. Silver Memories may terminate this agreement (without any liability to the Customer):
  - (a) if the Customer fails to pay the Access Fees and/or Maintenance Fees or any other amounts owing under this agreement (including interest) by the due date and such failure is not remedied within 7 days after your receipt of notice requiring you to do so;
  - (b) if the Customer breaches any term of this agreement and such breach is not remedied within 14 days after your receipt of notice requiring you to do so.
  - (c) if the Customer breaches any term of this agreement and such breach is not capable of remedy.
  - (d) if an Insolvency Event occurs in respect of the Customer.
  - (e) if we are unable to provide the Broadcasting Services due to legal, regulatory, or technical reasons; or
  - (f) at any time by giving the Customer at least 30 days' written notice (in which case, the Customer will be entitled to a pro rata refund of the Access Fees and Maintenance Fees).
- 10.2. The Customer may terminate this agreement:
  - (a) if Silver Memories is in breach of any term of this agreement and such

breach is not remedied within 60 days after our receipt of notice requiring us to do so.

- (b) an Insolvency Event occurs in respect of us; or
- (c) at any time by giving us at least 30 days' written notice. If you terminate this agreement in accordance with this clause, the Customer is required to pay the Early Termination Fee in accordance with the Schedule.

10.3. On termination or expiration, the Customer must:

- (a) Immediately surrender all confidential information Our IP and any other property belonging to Silver Memories in the Customer's possession, custody, or control, and certify to Silver Memories in writing that you have done so.
- (b) pay all outstanding Access Fees and Maintenance Fees, the Early Termination Fee (if applicable) and any other outstanding monies owing to Silver Memories within 7 days.

10.4. Termination of this agreement shall not release the Customer from any obligation which has accrued as of the date of termination.

## 11. Warranties

11.1. To the fullest extent permitted by Relevant Laws, Silver Memories excludes all express or implied representations, conditions, statutory guarantees, warranties, and provisions (whether based on statute, common law or otherwise) in connection with the provision of the Broadcasting Services, Maintenance Services and Broadcasting Equipment (or any goods or services provided in connection with the Broadcasting Services, Maintenance Services and Broadcasting Equipment) or this agreement.

11.2. Nothing contained in this agreement excludes, restricts, or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under the Competition and Consumer Act 2010 (Cth) or any other national, state or territory legislation where to do so is unlawful.

11.3. To the fullest extent permitted by Relevant Laws, Silver Memories does not warrant that the Broadcasting Services, Maintenance Services and Broadcasting Equipment (or any goods or services provided in connection with the Broadcasting Services, Maintenance

Services and Broadcasting Equipment) will (as the context permits):

- (a) be reliable, available, uninterrupted, accurate, error-free current, or complete; or
- (b) meet your requirements or be suitable for any particular purpose or use under any specific condition.

## 12. Limitation of liability

12.1. To the fullest extent permitted by Relevant Laws, Silver Memories will not be liable to the Customer or any third party for any:

- (a) Consequential Loss; or
- (b) loss of or damage to any property or any personal injury or death to the Customer or any third person,

arising out of, relating to or connected to the installation, repair, replacement or dismantling of the Broadcasting Equipment, the provision or use the Broadcasting Services, Maintenance Services and Broadcasting Equipment (or any goods or services provided in connection with the Broadcasting Services, Maintenance Services and Broadcasting Equipment) and this agreement, regardless of the cause of action on which they are based, even if advised of the possibility of such damage occurring.

12.2. Under no circumstances will Silver Memories' aggregate liability, whether based upon warranty, contract, statute, tort (including negligence) or otherwise, exceed the Access Fees paid by the Customer to Silver Memories under this agreement in the preceding 2 months of the claim.

12.3. The Customer agrees to defend, indemnify and hold Silver Memories, its Related Bodies Corporate and its Personnel (collectively, the **Indemnified**) harmless from and against any and all Losses or Claims that may be brought against the Indemnified or which the Indemnified may pay, sustain or incur as a direct or indirect result of, or arising out of:

- (a) the access and use by the Customer or any third party of the Broadcasting Services, Maintenance Services and/or Broadcasting Equipment; or
- (b) any breach by the Customer or your Personnel of this agreement.
- (c) any breach of any third party's Intellectual Property Rights caused by the Customer or your Personnel.

### **13. Confidential information, Intellectual Property Rights and privacy**

- 13.1. The Customer shall not, during and after termination of this agreement, without prior written consent of Silver Memories, use or disclose to any other person any information of Silver Memories which is identified as confidential, or which is confidential by its nature (including the Documentation and the terms of this agreement). The Customer shall on demand, or on termination of this agreement, deliver to Silver Memories all materials relating to such confidential information in your or your Personnel's possession or control.
- 13.2. The Customer acknowledges and agrees that Silver Memories and/or its licensors own all Intellectual Property Rights in the Broadcasting Services, the Broadcasting Equipment, and the Documentation (and anything else arising or generated therefrom) (**Our IP**). Except as expressly stated herein, this agreement does not grant the Customer (or anyone else) any rights to, or in, Intellectual Property Rights, or any other rights or licenses, in respect of the Broadcasting Services, Maintenance Services, Broadcasting Services or the Documentation, whether existing now or at any time in the future.
- 13.3. A party must do any act of thing that causes either party to be in breach of Privacy Laws. Silver Memories Privacy Policy may be viewed on its website.

### **14. Force majeure**

- 14.1. Silver Memories will have no liability to the Customer, your Personnel or anyone else if Silver Memories is prevented from or delayed in performing its obligations under this agreement, by acts, events, omissions or accidents beyond its reasonable control, which include, without limitation, any strikes, lock-outs or other industrial disputes, epidemic or pandemic, failure of a utility service or transport or telecommunications network, act of God, natural disaster, sabotage, war, riot, civil commotion, computer hacking, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, default of hosting or data Centre providers or other suppliers or sub-contractors, or shortage of suppliers, equipment or materials.

### **15. Dispute resolution**

- 15.1. Any party claiming a dispute exists under the agreement (excluding a dispute under

clause 8.1) must notify the other party in writing of the nature of the dispute (**Dispute Notice**), except where urgent interlocutory relief is being sought.

- 15.2. The parties must in good faith attempt to resolve any dispute between them.
- 15.3. If the dispute cannot be resolved within 30 days of receipt of a Dispute Notice, either party may commence legal proceedings in relation to the dispute.
- 15.4. Each party must continue to fulfil its obligations under this agreement notwithstanding the existence of any unresolved dispute.

### **16. Notices**

- 16.1. The parties acknowledge that all notices, certificates, consents, approvals, waivers and other communications (**notices**) given by a party in connection with this agreement may be given to the email address in the Schedule. It is the Customer's obligation to keep that email address current and correct.
- 16.2. Notice will be deemed received and properly served within 24 hours after an email is sent. As proof of service, it is sufficient that the email was sent to the email address specified by the Customer in this agreement.

### **17. General**

- 17.1. No variation of this agreement shall be valid unless it is in writing and signed by both parties.
- 17.2. A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 17.3. If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent authority to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 17.4. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 17.5. This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 17.6. Neither party shall, without the prior written consent of the other party (which will not be unreasonably withheld), assign,

transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement, except Silver Memories may assign, sell or transfer its rights or obligations under this agreement to a Related Bodies Corporate or bona fide third party purchaser of the Silver Memories' business.

17.7. Nothing in this agreement is intended to or shall operate to create a partnership between the parties or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.

17.8. The laws of the State of Queensland, Australia govern this agreement. The Customer agrees to submit to the exclusive jurisdiction of the Courts of Queensland.

## 18. Definitions

In this agreement, unless the context otherwise requires:

- (a) **Access Fees** means the fees payable to Silver Memories for provision of the Broadcasting Services, as specified in the Schedule.
- (b) **agreement** means the agreement between Silver Memories and the Customer for the provision of Broadcasting Services and Maintenance Services and the hire-purchase of the Broadcasting Equipment.
- (c) **Broadcasting Equipment** means the equipment supplied to the Customer, including any associated or attached tools, accessories and parts, as further described in the Documentation, as further specified on the Website.
- (d) **Broadcasting Services** has the meaning clause 1.1.
- (e) **Business Days** means each day excluding Saturdays, Sundays and public holidays in Queensland.
- (f) **Business Hours** means 9:00am to 5:00pm on Business Days.
- (g) **Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whether present or future, fixed or unascertained, actual or contingent, at law, in equity, under statute or otherwise.
- (h) **Commencement Date** has the meaning in clause 2.1.
- (i) **Consequential Loss** means the following, however arising and even if it is reasonably contemplated by the parties at the Commencement Date as a likely result of breach of the agreement: (l) indirect, consequential, incidental,

special, remote or unforeseeable loss, damage, cost or expense; (ii) loss of revenue, profit, income, bargain, opportunity, use, production, customers, business, contract, goodwill, or anticipated savings, loss caused by business interruption, or the cost of obtaining new financing or maintaining existing financing, loss of or corruption to data, loss of use of data; (iii) costs or expenses incurred to prevent or reduce loss or damage which otherwise may be incurred or suffered by a third party; (iv) loss or damage to any property, or for any personal injury or death; or (v) loss or damage of the nature set out above in clauses (i) to (iv) (inclusive) that is incurred or suffered by or to a third party.

- (j) **The customer, you or your** means the entity listed in the Schedule, and where the context permits, includes the Customer's Related Bodies Corporate and Personnel.
- (k) **Customer Environment** means the designated area at the Customer's Premises where the Broadcasting Equipment is to be installed, and includes relevant infrastructure, such as electricity.
- (l) **Documentation** means the documents made available to the Customer by Silver Memories which sets out the description of the Broadcasting Equipment, operating instructions, manuals and warnings for the Broadcasting Equipment, including, but not limited to, drawings, dimensions, weights, capacities, specifications or performances statements.
- (m) **Early Termination Fee** has the meaning in the Schedule.
- (n) **Insolvency Event** means a liquidation or winding up, the appointment of a controller, administrator, receiver, manager or similar insolvency administrator to a party or any substantial part of its assets or any event that has a similar effect to the above events.
- (o) **Intellectual Property Rights** means all industrial and intellectual property rights, and includes any patents, registered designs, copyright (including future copyright), trade or service marks (whether registered or unregistered), trade secrets, know-how, rights in relation to circuit layouts, or other proprietary rights, and applications for, and rights to apply for, registration of any of the foregoing.
- (p) **Loss** means loss, damage, liability, charge, expense, outgoing, payment or cost of any nature or kind, including all

- legal and other professional costs including Consequential Loss.
- (q) **Maintenance Fee** means fees payable to Silver Memories for provision of the Maintenance Services, as specified in the Schedule.
- (r) **Maintenance Services** means provision of support and technical services for maintaining, repairing, and replacing the Broadcasting Equipment, including (i) phone-based technical support services; and (ii) on-site technical repair and maintenance services (limit of 2 on-site service calls per year). Additional Maintenance Fees apply should more than 2 on-site service calls per year be required.
- (s) **Personnel** means, in respect of a party or a customer (as the context permits), any person acting for or on behalf of the party and includes any director, officer, employee, contractor or agent of the party.
- (t) **Personal Information** has the meaning in the Privacy Act 1988 (Cth) (as amended).
- (u) **PPSA** means the Personal Property Securities Act 2009 (Cth) and where applicable includes all regulations made pursuant to it.
- (v) **Relevant Laws** means any relevant rules of common law, principles of equity, international, federal, state and local laws, statutes, rules, regulations, proclamations, ordinances and by-laws and other subordinate legislation, rulings, or legal requirements anywhere in the world.
- (w) **Premises** means the address set out in the Schedule.
- (x) **Privacy Laws** means any applicable laws and codes of practice dealing with privacy, including the Privacy Act 1988 (Cth) (as amended) and the Australian Privacy Principles, and any other legislation, codes and policies relating to the handling of Personal Information applicable to the jurisdiction in which the parties carry on business.
- (y) **Renewed Term** has the meaning in clause 2.1.
- (z) **Related Bodies Corporate** has the meaning in the Corporations Act 2001 (Cth).
- (aa) **Schedule** means the section of this agreement headed 'Schedule to Silver Memories Subscription and Maintenance Agreement'.
- (bb) **Silver Memories, we, our or us** means Music Broadcasting Society of Queensland Limited (ACN 009 992 554), and where the context permits, includes our Related Bodies Corporate and Personnel.
- (cc) **Term** means the collective period of the Initial Term and each Renewed Term.
- (dd) **Website** means Silver Memories' website located at [www.silvermemories.com.au](http://www.silvermemories.com.au) or other website notified in writing by Silver Memories from time to time.