

## **MATTE PAINT TERMS OF SERVICE**

### **1. ACCEPTANCE OF TERMS**

- 1.1 Thank you for using our website located at [www.mattepaint.com](http://www.mattepaint.com) ('**Website**'). The Website is operated by Matte Paint Pty Ltd ('**Matte Paint**') and the terms and conditions ('**Terms**') on this page govern your use of the Website.
- 1.2 You agree to be bound by the Terms by using the Website. Please read these Terms carefully. These Terms govern and apply to all and any use, access and availability of our services (collectively, the '**Service**'). If you do not agree to the Terms, then you must not use the Website.
- 1.3 We may amend the Terms at any time, and by continuing to use the Website, you accept the Terms as they apply from time to time.

### **2. DEFINITIONS**

- 2.1 Unless the context requires otherwise, the following definitions apply in these Terms and the singular includes the plural and vice versa.

**Account** means a member account to the Website.

**Creation** means any artwork, 3D assets, templates, print or digital media, films, television series or other audiovisual or interactive entertainment product and any other written or electronic matter, including pictorial or graphic creations which contain our Work that is created by you.

**Geo Pricing** means that the pricing for the Fees to purchase our Service is based on geographical location.

**GST** means goods and services tax in Australia as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**HDRI** means High Dynamic Range Image.

**Intellectual Property** means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, circuit layouts, domain names, knowhow and other rights of a similar nature worldwide, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application.

**NFT** means non-fungible tokens and refers to digital files that hold a unique identity that is verified on a blockchain.

**Site** means the one geographical location of a Member's studio.

**Social Media** means any website or application that enables users to create and share content or participate in social networking on the Internet.

**Subscription** means the monthly, annual or custom plan selected or made available (details and tiers available are on the Website) and purchased for the applicable subscription period in consideration of payment of the fees advertised on the Website.

**Transformative Work** means a work that makes use of and incorporates a Work (or Works) for the purpose of creating an original work in which new copyright will automatically apply. For the avoidance of doubt, to be a Transformative Work, a new work must be created, replication of a Work in its original form is not a Transformative Work.

**VPN** means a Virtual Private Network to give online privacy and anonymity or to fake an online location.

**Website** means MattePaint.com.

**Works** means any material offered for supply on the Website including without limitation photographs, pictures, graphic works or images.

**Re-Downloading:** means any action of downloading a Work which was previously purchased through an active subscription.

**Credit Pools** means the aggregate sum of unused credits allocated to a user through a subscription. Each credit in the pool has a predefined validity period and expires if not used within this period.

### 3. ACCOUNT REGISTRATION

3.1 To obtain access to the Works on the Website, you must register for an Account with Matte Paint. By registering for an Account, you will be required to accept the Terms by clicking “**I accept**” in the user interface as a condition of joining as a member (**‘Member’**).

3.2 As part of the registration process for membership, and as a condition of your access to the Works, you may create only one (1) Account and must provide current, complete and accurate identification, and other information required during the registration process, including but not limited to:

- (a) a valid email address;
- (b) preferred username;
- (c) the geographical location of your Site; and
- (d) a password.

(**‘Registration Data’**)

3.3 We offer to each Member a Site Licence (**‘Site Licence’**) which allows each Member to add multiple users to the Subscription through the team management feature, provided that the users are all located at the same Site or otherwise as provided in a custom quote from us to you.

3.4 As a Member, you can activate your Account on up to the number of Site Licences purchased through your Subscription.

3.5 Once you have completed the registration process, you will be a registered Member bound by the Terms to form an agreement with us.

3.6 If your contact information changes, you must promptly update the Account information to reflect those changes.

3.7 As a Member, you agree that:

- (a) the Registration Data you provide for accessing the Works is personal to you and you are responsible for maintaining the confidentiality of your Registration Data;

- (b) each Member is entirely responsible for any activities conducted through an Account;
  - (c) some of our Members are offered access to our Service through a whitelisted IP address. All activities undertaken through a whitelisted IP address shall be deemed to have been authorised by you;
  - (d) as we may use GEO-Pricing you must not use a VPN or any other similar technological device or software to bypass our Terms including to circumvent our Fees by faking your geographical location to pay lower Fees;
  - (e) if you think your Registration Data or Account has been compromised in any way you should inform us immediately;
  - (f) we are not obliged to confirm the identity of Website users including any Members;
  - (g) we cannot be held responsible for any improper use of your Registration Data, Account or such use by any third party;
  - (h) your access to and use of the Works on the Website is non-transferable;
  - (i) you will use the Works only for purposes permitted by the Terms; and
  - (j) you will abide by any applicable law, regulation or generally accepted practices or guidelines regulating any supply on this Website in the relevant jurisdictions.
- 3.8 We reserve the right to suspend or terminate your Account or otherwise deny you access to our Service at any time for breach or suspected breach of these Terms. If a Member's Account shows signs of fraud, abuse or suspicious activity or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, out-of-date or incomplete, we may suspend, cancel or edit the Member's Account.

#### **4. ORDERS AND FEES**

- 4.1 After registration as a Member, you can log into your Account and gain access to the Works by purchasing a Subscription ('**Order**').
- 4.2 By activating your Order, you expressly authorise us to charge you a fee ('**Fee**') to the payment method listed ('**Acceptance**') at the time of your Order. You also agree to the billing frequency specified at the time of your Order.
- 4.3 The Fees are subject to change or withdrawal at any time prior to Acceptance of an Order by us. You will be notified of any changes and will have the option of continuing your Order if you agree with the change in accordance with the terms provided in any notice from us. If you do not agree with the change, you will have the option of terminating your Order but you may use your Order until the end of the then current Order period.
- 4.4 All Fees are in US Dollars (USD). Fees may be converted to your local currency at the time of your Order.
- 4.5 We will be entitled to add on GST for any supply of Services in Australia.
- 4.6 Members are responsible for ensuring their credit card details are correct. Changes to credit card details can be made on the Website or by contacting us at our contact details in clause 24.
- 4.7 If your credit card expires or your payment method is invalid, your Subscription may automatically be terminated and access to the Works disabled or revoked.
- 4.8 We may store your Account data and payment information for Order renewals.
- 4.9 We have the right to deny any Member access to the Works or terminate any Member's Subscription if we are unable to process the applicable Fees.

- 4.10 Your Order is deemed exclusive to you and your employees only and you may not allow any other person to use your Order.
- 4.11 You are responsible for all use, activities and charges associated with your Order. If any misuse is detected your Subscription may be terminated.
- 4.12 You agree not to use any of the Works on our Website for commercial purposes except as otherwise expressly provided in the Terms.
- 4.13 Your access to any free Works offered by us in our sole discretion will be disabled if your Account is not current.

## **5. SUBSCRIPTION PLANS**

- 5.1 Your Account must be active and current to access Subscriptions for our Service.
- 5.2 Subscriptions can be purchased through your Account. The Fees for the relevant Subscription will be the fees specified on the Website according to the tier purchased.
- 5.3 Subscriptions are billed monthly or annually, unless otherwise agreed upon. Your allotment of credits will be added to the Credit Pool each month unless otherwise specified.
- 5.4 Credits allocated in a given billing cycle will expire if not used within a specific period. The validity period for each credit is determined by the Subscription tier purchased.
- 5.5 Access to credits is available only for an active subscription. Subscription credits are locked when your subscription period ends unless a new subscription is made. After your subscription lapses, remaining credits will expire after 12 months unless the subscription is renewed.
- 5.6 Credits are non-transferable and are tied to the subscriber's account. They cannot be shared or transferred to other users or accounts.
- 5.7 MattePaint reserves the right to modify the credit pool policy, including the number of credits per cycle, validity period, and other related terms. Any such changes will be communicated to subscribers in advance and will be effective from the next billing cycle following the notification.
- 5.8 MattePaint reserves the right to modify the credit pool policy, including the number of credits per cycle, validity period, and other related terms. Any such changes will be communicated to subscribers in advance and will be effective from the next billing cycle following the notification.
- 5.9 Your Subscription plan will automatically renew at the end of your billing period for successive renewal periods of the same time for the subscription term selected and the Fees will be billed automatically to the credit card you provide at the time of your order unless you terminate your Subscription in accordance with clause 11.
- 5.10 Subscriptions are available on an annual or monthly basis unless a Member requests a custom plan from Matte Paint.
- 5.11 You agree to pay the additional monthly add-on fees advertised on our Website in relation to indemnity insurance.
- 5.12 You are entitled to re-download any purchased images without additional charges for a period of six (6) months from the date of the initial purchase, provided the Subscription is active, after which the amount specified on the Website will be applicable.
  - (a) MattePaint provides a discounted upgrade option for purchases. Subscribers are allowed to upgrade to a higher tier asset of the same filetype, incurring only the difference in Credit cost. This option is available for a period of six months from the

initial date of purchase. MattePaint reserves the right to modify or discontinue this policy at any time without prior notice.

- 5.13 Your access to the Works will be disabled when your Subscription ends.
- 5.14 Subscriptions are not transferable and are not redeemable for cash.
- 5.15 Your access to any free Works offered by us in our sole discretion will be disabled if your Account is not current.

## **6. REFUND POLICY**

- 6.1 Except as required by law, any Fees paid by you are final and non-refundable.
- 6.2 Orders for the Service cannot be cancelled, or refunds made after payment is processed, such as, for example, buyer's remorse.
- 6.3 We are under no obligation to refund any Fees, in part or in full, for any reason, including, without limitation, early termination of your Subscription.
- 6.4 We handle returns and process refunds for defective products and services in accordance with the Australian Consumer Law:
  - (a) should you wish to cancel your Order or obtain a refund, you must contact us within 14 calendar days of performance of the Service to report any discrepancies or faults to make a claim otherwise you will be deemed to have accepted the products and services;
  - (b) returns or refunds are made in our discretion subject to any guarantees that cannot be excluded under the Australian Consumer Law; and
  - (c) except as required by the Australian Consumer Law, we will only facilitate a refund if we are unable to facilitate the completion of the Service or, if we determine, in our absolute discretion, it is reasonable to do so.

## **7. INTELLECTUAL PROPERTY**

- 7.1 The Works on the Website are protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Works and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, code, scripts, design elements and interactive features) are owned or controlled by us.
- 7.2 All Intellectual Property including any trademarks, service marks, trade names and any other proprietary designations are owned, registered or licensed by us. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or property of the respective parties.
- 7.3 We retain all rights, title and interest in and to the Works and our Service. Nothing you do on or in relation to the Website will transfer any:
  - (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
  - (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).
- 7.4 Except as provided in these Terms, the Website and its Works may not be copied, reproduced,

publicly displayed, translated or distributed in any way (including mirroring) to any other device, server, app or other medium for publication or distribution, without our consent.

- 7.5 The obligations accepted by the Member under this clause survive termination or expiry of these Terms.

## 8. LICENCES

- 8.1 These Terms do not constitute a sale of any of the Works. Except as expressly granted by the licence in these Terms, we retain all rights, title and interest in and to the Works.

- 8.2 Subject to your compliance with these Terms, we grant you a non-exclusive, perpetual, worldwide, non-sublicensable, non-transferable licence to use, reproduce, modify or display the Work for the purpose of creating:

- (a) marketing, promotional, and advertising materials;
- (b) internal presentation or decorative materials;
- (c) digital productions such as websites, mobile advertising, mobile applications, e-publications (e.g., e-books, e-magazines, blogs);
- (d) film and television productions and interactive entertainment products; and
- (e) personal or non-commercial materials.

- 8.3 In addition to the restrictions set out above, the following terms and conditions apply to specific licences:

- (a) Matte Paint Personal Standard Licence (personal use for private individuals)

The Matte Paint Personal Standard Licence is for individuals who purchase the licence solely for their own use. If you have purchased a Matte Paint Standard Licence for your individual use, then you may exercise your rights under that licence for use on an unlimited number of personal or commercial projects with no limits on sales or views. You do not have the right to use the Matte Paint Personal Standard Licence in the following instances:

- (i) in the scope of your employment duties for an employer including for or as part of any works that you perform in the ordinary course of such employment; and
- (ii) for commercial purposes as an independent contractor or “freelancer”.

- (b) Matte Paint Commercial Licence (commercial use business plan for business entities)

The Matte Paint Commercial Licence is for an organisation, business, company or studio (**‘Business Entity’**). A Business Entity must subscribe to the Matte Paint Commercial Licence to use our Works for commercial purposes.

- (c) Academic Licence

If you have purchased a Matte Paint Academic Licence then you may exercise your rights under that licence for personal use on an unlimited number of academic projects that are not used or distributed in any commercial manner.

The licences in clause 9.3 (a), (b) and (c) are single geographical site licences and are valid for using our Works on a single machine or device (for a personal standard licence) or in a single studio located in one geographical area (for a business extended licence). The licences may not be split over different geographical sites and you may not use one licence for multiple locations. If you wish to use the licence and our Works in additional geographical sites, you must purchase an additional licence for each additional geographical area.

- 8.4 Permitted Use. You may:

- (a) use, sell, license, share, distribute or display any Creation in any media now known or devised in the future in consideration of the licence fees advertised on our Website subject to the Creation qualifying as a Transformative Work;
- (b) use HDRI Works in, to render, or to provide, Creations subject to:
  - (i) Creations containing HDRI Works must not be cut, altered, modified, manipulated or any derivative work made of the Creations, and
  - (ii) HDRI Works must not be distributed to third party clients unless the terms of which are authorised by Matte Paint in writing;
- (c) use Creations globally under a global licence subject to a custom quote and the global licence authorised by Matte Paint in writing; and
- (d) use Creations as a freelancer contracted to a studio in consideration of the studio licence fees advertised on our Website subject to prior authorisation by Matte Paint in writing.

You are not permitted to use Creations or any part of Creations, whether directly or indirectly, for NFT purposes.

For the avoidance of doubt, a Global Licence is authorised only when provided by Matte Paint as a separate document and must be signed by both parties.

8.5 You must not use, sell, license, share, distribute or display the Work or any modified Works:

- (a) as a stand-alone digital file;
- (b) as part of a digital or online database that permits a third party to use, download, extract or access the Work as a stand-alone digital file.

8.6 You must not:

- (a) use data mining, screen scraping software, programs, scripts, robots or other automated data gathering or extraction methods to access or download the Works on this Website;
- (b) use, post or upload the Works or any version of it on any Social Media;
- (c) remove any water marks or copyright notices contained in the Works, if any.

8.7 You must only use Works on the Website that are included in your Subscription.

8.8 You agree that your continued right to use and licence any Creations and Works from Matte Paint are subject to a current active Account and Subscription on the Website in accordance with the type of licence you have purchased. If your Account and Subscription is not active, you must stop all use without limitation of any Matte Paint Creations and Works.

## 9. OTHER RESTRICTIONS ON USE

9.1 Your use of the Website is governed and enforced exclusively by us. Your cooperation in complying with the rules stated in these Terms is essential to ensure that all Members can enjoy their experience with our Service. Without limiting any other provision of the Terms, you also agree not to do any of the following:

- (a) use the Works in a pornographic, defamatory, fraudulent, lewd, obscene or otherwise illegal manner, including but not limited to infringing any third-party Intellectual Property or privacy rights, whether directly or in context or by juxtaposition with other works;

- (b) use the Works as part of a trademark, design mark, tradename, business name, service mark, or logo;
- (c) falsely represent that you are the original creator of a Work that is made up largely of the Works provided on the Website;
- (d) hack, attempt to hack, modify, adapt, merge, translate, decompile, disassemble, reverse engineer or create derivative works out of the Website or any part of it; or
- (e) remove, disable, modify, add to or tamper with any program code or data, copyright, trademark or other proprietary notices and legends contained on or on the Website.

## **10. TERMINATION**

10.1 The Terms will continue to apply until terminated by either you or by us as set out below.

10.2 We may at any time, terminate the Terms with you if:

- (a) you have breached any provision of the Terms;
- (b) we are required to do so by law; and
- (c) the provision of our Service to you by us is, in our opinion, no longer commercially viable.

10.3 We reserve the right to discontinue or terminate your Subscription and/or Account at any time and may suspend or deny, in our sole discretion, your access to all or any portion of the Website without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts our name or reputation or violates the rights of those of any other third party.

10.4 If you want to terminate the Terms, you may do so by closing your Account and terminate your Subscription.

10.5 If you have not logged into your Account within a prior twelve (12) month period, we reserve the right to terminate your Account.

10.6 Except as required by law, if your Subscription ends or is terminated either by you or us, you will forfeit the right to access the Works regardless of download status and you will not receive any refunds.

## **11. LIMITATION OF LIABILITY**

11.1 To the maximum extent permitted by applicable law, we exclude all representations and warranties relating to the subject matter of these Terms and your use of our Website.

11.2 Any use of or reliance on the Works made available on the Website is solely at the Member's own risk. This Website and the Works are provided "as is" without representation, warranty or condition of any kind, either express or implied, including, but not limited to the implied representations, warranties or conditions of merchantability, or fitness for a particular purpose.

11.3 We do not warrant or represent that:

- (a) the Website will meet your requirements or expectations;
- (b) the accuracy of the captioning, keywording, heading, or any other information, representation or thing depicted on or associated with the Works;
- (c) that the Website or any Service on the Website will remain available, uninterrupted, timely, or error free; or
- (d) that any errors or defects on the Website or Works will be corrected.

11.4 Nothing in the Terms limits or excludes any guarantees, warranties, representations or



conditions implied or imposed by law, including the Australian Consumer Law which by law may not be limited or excluded.

- 11.5 We will not be liable for any special, indirect or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Website or these Terms whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 11.6 You expressly understand and agree that we, our affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to:
- (a) any losses arising out of any event or events beyond our reasonable control;
  - (b) any business losses, including (without limitation) loss of or damage to profits (whether incurred directly or indirectly), income, revenue, use, production, anticipated savings, business reputation, contracts, commercial opportunities, goodwill or any other intangible loss;
  - (c) any loss or corruption of any data, database or software; and
  - (d) any special, indirect or consequential loss or damage.
- 11.7 None of our affiliates, directors, officers, employees, agents, contributors and licensors make any express or implied representation or warranty about the Works made available on the Website. This includes (but is not limited to) loss or damage you may suffer as a result of any of the following:
- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration or unauthorised access to records;
  - (b) the accuracy, suitability or currency of any information on the Website or any services (including third-party material and advertisements on the Website);
  - (c) costs incurred as a result of you using the Website; or
  - (d) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any Works relating to or constituting such conduct.
- 11.8 These Terms are to be read subject to any legislation that prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible we limit our liability as follows, at our option:
- (a) for any claims relating to these Terms, to the fees payable under this Agreement for the preceding one (1) month;
  - (b) in the case of products including any digital products (a) the replacement of the products or the supply of equivalent products; (b) the repair of the products; (c) the payment of the cost of replacing the products or of acquiring equivalent products or (d) the payment of having the products repaired; and
  - (c) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

- 11.9 Without limiting any other provision of these Terms and to the extent that any liability applies to us under applicable laws, you agree that our liability is limited to one geographical area per licence purchased in accordance with clause 9.3.
- 11.10 We reserve the right to discontinue or alter any or all of the Service and Works on the Website, and to stop publishing the Website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these Terms or otherwise required by law, we will not pay you any compensation or other payment upon the discontinuance or alteration of any services, or if we stop publishing on the Website.
- 11.11 This clause survives the termination or expiry of this Agreement for whatever reason.

## **12. INDEMNITY**

- 12.1 You agree to indemnify us, our affiliates, employees, agents, contributors, third party content providers and licensors from and against:
- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your use of the Website and its Works;
  - (b) any direct or indirect consequences as a result of:
    - (i) accessing, using or transacting on the Website or attempts to do so,
    - (ii) using the Work other than for the intended use or purpose,
    - (iii) using the Works for a Site not covered under your Subscription; and/or
    - (iv) any breach of the Terms.
- 12.2 You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of the Website or any breach by you of any provision of these Terms.

## **13. DISPUTES AND REMEDIES**

- 13.1 Subject to your compliance with these Terms, we agree that we will not interfere with, seek injunctive relief or otherwise impair the production, distribution, exploitation, advertising, promotion or publicity of any Creation that qualifies as a Transformative Work.
- 13.2 If a dispute arises out of or relates to the Terms as between us and you as a Member, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought):
- (a) Compulsory process. A party may not start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of these Terms (Dispute) unless it has complied with this clause.
  - (b) Notification. A party claiming that a Dispute has arisen may notify each other party to the Dispute giving details of the Dispute.
  - (c) Initial period – efforts to resolve Dispute. During the 30-calendar day period after a notice is given (or longer period agreed in writing by the parties to the Dispute) (Initial Period) each party to the Dispute (Disputant) covenants with the other to cooperate and take all reasonable steps necessary to attempt to resolve the Dispute.
  - (d) Mediation. If the Disputants are unable to resolve the Dispute within the Initial Period, each Disputant agrees that the Dispute shall be referred for mediation, at the request of any Disputant, to:

- (i) a mediator agreed on by the Disputants; or
  - (ii) if the Disputants are unable to agree on a mediator within seven days after the end of the Initial Period, request that an appropriate mediator be appointed by a person appointed by the Chair of Resolution Institute (ACN 008 651 232) or the Chair's designated representative and the Resolution Institute Mediation Rules shall apply to the mediation.
- (e) Role of mediator. The role of any 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.
- (f) Information. Any information or documents disclosed by a Disputant under this clause shall be kept confidential and may not be used except to attempt to resolve the Dispute.
- (g) Costs of mediation. Each Disputant shall pay its own costs. The Disputants may pay equally the costs of any mediator engaged.
- (h) The mediation will be held in Brisbane, Australia.
- (i) Failure to resolve. 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 thirty (30) calendar days after commencement of dispute resolution.

#### **14. VARIATION**

- 14.1 We may revise these Terms ('**Revised Terms**') and announce the Revised Terms on the Website.
- 14.2 The Revised Terms shall apply to the use of the Website from the date of publication of the Revised Terms on the Website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these Terms.
- 14.3 In the event that you do not wish to agree to the Revised Terms, we will provide you a refund to the remaining Subscription on your Account.

#### **15. NO WAIVER**

- 15.1 No waiver of rights under this agreement or any of our policy, or agreement between us and a Member shall constitute a subsequent waiver of this or any other right under this Agreement.
- 15.2 Any failure on our part to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

#### **16. ASSIGNMENT**

- 16.1 You agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms.
- 16.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and obligations under these Terms.

#### **17. THIRD PARTY RIGHTS**

- 17.1 A contract under these Terms is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party.

- 17.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **18. ENTIRE AGREEMENT**

These Terms shall constitute the entire agreement between you and us in relation to your use of the Website and shall supersede all previous agreements between you and us in relation to your use of the Website.

## **19. SEVERABILITY**

If any part of provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part of the provision otherwise it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

## **20. LAW AND JURISDICTION**

These Terms are governed by and construed in accordance with the laws of the State of Queensland, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of Queensland and Courts of Appeal from them for determining any dispute concerning these Terms. If any provision of these Terms is found to be invalid or unenforceable by a Court of Law, such invalidity or unenforceability will not affect the remainder of the Terms which will continue in full force and effect.

## **21. FORCE MAJEURE**

Notwithstanding any other provision of these Terms, we need not act if it is impossible to act due to force majeure, meaning any cause beyond its control (including war, riot, natural disaster or law taking effect after the date of these Terms). We have no responsibility or liability for any loss or expense suffered or incurred by you because of not acting for so long as the force majeure continues.

## **22. FEEDBACK**

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Website ('**Feedback**'). You may submit Feedback by emailing us at [support@mattepaint.com](mailto:support@mattepaint.com). You acknowledge and agree that if you submit any Feedback to us, you hereby grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable licence under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose, including (but not limited to) advertising and promotional purposes.

## **23. OUR DETAILS**

23.1 This Website is owned and operated by Matte Paint Pty Ltd

23.2 Our principal place of business is at Level 1, 172 Evans Road Salisbury QLD 4107.

23.3 You can contact us:

- (a) by post, using the postal address [given above];
- (b) using our contact form; or
- (c) by email, using [support@mattepaint.com](mailto:support@mattepaint.com).

