

Private Media (including the Mandarin, Crikey and SmartCompany)

General Terms Applying to Group Subscriptions Mandarin Premium

A Group Subscription License Agreement (“Agreement”) is made and entered into by and between Private Media and Licensee, and sets forth the terms under which Licensee may access certain Private Media content and/or events, certain consulting services or other group access products. These terms of use are provided in addition to the individual subscriber terms of use as published on [The Mandarin](#) and [Crikey](#) sites.

Note that this Agreement cannot be changed without a mutually signed amendment. Any Orders placed under this version of the Agreement may only be modified by a mutually signed amendment.

1. License Grant. During the Subscription Term, and subject to Licensee’s compliance with the terms and conditions of this Agreement, Private Media grants to Licensee a non-exclusive, non-transferable, non-sublicensable, fee-bearing subscription for the purposes of accessing Mandarin Premium content only for Licensee’s own internal use and limited to the number of Licensed users paid for by Licensee, in accordance with the Order.

Definitions

‘Group’ refers to a subscription group of 5 or more users

‘Licensee’ refers to the organisation, agency, department or business purchasing a group subscription.

‘The Order’ refers to invoice or written agreement confirming purchase of a license to access content or services on behalf of a group.

2. Term

2.1 The term of this Agreement is the initial term set out in the relevant Order for the Subscription (Initial Term) and any Further Terms, subject to termination in accordance with this Agreement.

2.2 For Subscriptions, the Order specifies an Initial Term (usually 12 months). Following the expiry of the Initial Term, your Subscription will, subject to your rights under clause 2.3 below, continue for further periods of the same period as the Initial Term (each a Further Term) until terminated in accordance with this Agreement.

2.3 If you do not wish for your Subscription to continue for any Further Term, then you must, at least thirty (30) days before the expiration of the Initial Term, provide us with clear written notice that you do not wish for your Subscription to continue beyond the Initial Term or the then current Further Term. If you give such notice, this Agreement will terminate upon the expiration of the Initial Term or the then current Further Term. To ensure that you are given an opportunity to exercise your rights under this clause 2.3, we will notify you via email of your opportunity to provide us with written notice under this clause 2.3 at least 40 days before the expiration of the Initial Term or the then current Further Term.

2.4 If we do not wish for your Subscription to continue for any Further Term, we will, at least 30 days before the expiration of the Initial Term or the then current Further Term, provide you with clear written notice that your Agreement will terminate upon the expiration of the Initial Term or the then current Further Term.

3. Your obligations

Your obligations are as follows:

(3.1) you will comply with the Privacy Policy and Terms of Use policy as published on themandarin.com.au (and as varied from time to time);

(3.2) where you provide us with personal information of any individual, you must inform that individual that their personal information will be used and disclosed by us in accordance with our Privacy Policy;

(3.3) you will ensure that your username and password for accessing any service supplied by us are kept secure at all times and are only disclosed to persons employed by you or engaged to provide services to you and who are authorised to incur charges on your behalf. However you are responsible for any use of any service supplied by us using your username and password by any person (whether authorised or otherwise) and, without limitation, you must pay any charges incurred as a result of that use;

(3.4) unless we waive this requirement, you must have one Enterprise Subscription per Group, regardless of number of users, and may only have one Subscription per Group;

(3.5) Group email addresses that are accessed by a number of users within an enterprise will only be permitted to be used if all names of users are identified to Private Media, or if otherwise agreed in advance with Private Media. Each user within this Group will be considered an individual user for the purposes of pricing and invoicing of a Group subscription, unless otherwise agreed with Private Media prior to the commencement of the subscription. Group subscriptions that are generated for individual accounts - as opposed to via IP access - **must be registered to specific users** (eg. yourname@business.com.au) and not generic email addresses (eg. info@business.com.au or team@library.edu.au).

(3.6) you will not allow anyone else to use your Subscription to access or share content published on Mandarin Premium, including but not limited to:

- A. a person working in another Agency, Department, Organisation or Office;
- B. another Agency, Department, Organisation or Office;
- C. an Administrative Office in your Group; or

D. any individual that is not using your Subscription in the course of their employment for your Agency, Department, Organisation or Office.