

Terms and Conditions

Your use of the ninemsn websites and other websites, mobile sites, applications and services made available under the ninemsn branded header (the ninemsn network) is governed by these Terms of Use.

The ninemsn network is operated by ninemsn Pty Ltd which is a related body corporate of Nine Entertainment Co. Pty Ltd.

Please take the time to read these Terms of Use together with our Privacy Policy. We may, from time to time, review and update these Terms of Use to take account of new laws, technologies and changes to our operations. Your use of the ninemsn network is governed by our most recent Terms of Use.

USING THE SITE

Your access to and use of the ninemsn network is for your personal use only. We do not permit any commercial use of the network without our express written agreement.

CHILDREN AND YOUNG PEOPLE

Most of the content on the ninemsn network is suited for a general audience and is rated PG (parental guidance recommended). If you are under the age of 15 we recommend you obtain your parents' permission before using the ninemsn network.

Certain areas of the ninemsn network such contain mature content which is unsuitable for anyone under the age of 18. You may be asked to confirm that you are over 18 before you are allowed to access these areas.

PARENTS, CARERS AND TEACHERS

We are committed to raising public awareness about the risks to children online and equipping you to manage these. We recommend you visit the Online Safety Centre which includes tips on how to protect your family online as well as information about the safety features of the Microsoft suite of services accessible on the ninemsn network. ninemsn is a proud supporter of this.

MY9 MEMBERSHIP

In order to access some of our services and products, you will be asked to register with us by providing us with certain information about you which we will use to create My9 profile. As part of creating your My9 profile, you may also be requested to provide questions and secret answers, which we use to help verify your identity and assist in resetting your password, as well as an alternate e-mail address. Currently, this may also be done using your log-in details to Facebook. By signing in on one of our websites, product or services, you may be automatically signed into other websites, products and services that use your My9 profile.

Membership of My9 is free but is conditional upon you giving us accurate up to date registration information including a valid email address if requested.

We may refuse to accept your registration request and/or terminate your My9 membership at our discretion and without notice if your registration information is inaccurate or incomplete or if you use your My9 membership to annoy other users or disrupt or misuse our services in any way.

SECURITY OF MY9 PROFILE

You must keep your My9 log in details secure and must not disclose them to anyone else. You must notify us immediately if you suspect or become aware of any unauthorised use of your My9 membership or log in details.

PRIVACY

Your My9 profile, and any other personal information you provide us is subject to the Nine Entertainment Co. [Privacy Policy](#). By using the ninemsn network you consent to us collecting and using this information in accordance with the [Privacy Policy](#).

INTELLECTUAL PROPERTY: GENERAL

The ninemsn network includes services and content which are the intellectual property of ninemsn Pty Ltd and our service providers. You may use our content by downloading and storing limited copies for your personal use only. You may not otherwise reproduce or redistribute or use our content or services in any way unless you have our express permission.

TRADE MARKS

The ninemsn network trade marks belong to ninemsn Pty Ltd. The trade marks of our service and content providers belong to them. Nothing contained on the ninemsn network should be construed as granting any licence or right of use of any trademark displayed on the site. Use of all trademarks displayed on the ninemsn network requires the express permission of the relevant trade mark owner.

YOUR CONTRIBUTIONS

On certain parts of the ninemsn network we encourage you to submit your own personal contributions for example by submitting photographs, video footage or written feedback or participating in discussions with other members of our online communities (Your Contributions). Your Contributions are subject to the following conditions:

- All Your Contributions must be your own work and must not include any material which is the copyright of someone else;
- Your Contributions must be on-topic and constructive and not contributed with the intention of disrupting our online communities or causing harm or offense to anyone;
- You give to us free of charge permission to use Your Contributions in any way we want to on any web site or mobile site, application, products or services in any media (including editing, modifying or adapting Your Contributions for operational or editorial reasons).

We may also redistribute Your Contributions to third parties; please note that this may include television broadcast.

- Copyright in Your Contributions remains with you and the permissions you give us do not restrict you from using Your Contributions in any way;
- We generally show your Member name with Your Contributions, however, you acknowledge and agree that it is not always practical for us to attribute you as the author of Your Contributions; and
- Your Contributions may or may not be pre-screened and there may be a delay before they appear on the ninemsn network. We may choose not to use Your Contributions or remove Your Contributions from the ninemsn network in our discretion. If you have any questions about Your Contributions please contact us here.

PROHIBITED CONTRIBUTIONS

It is your responsibility to ensure that Your Contributions do not breach any applicable laws or rights. Without limiting this obligation we require that Your Contributions do not:

- Defame any person;
- Breach anyone's intellectual property rights or confidentiality.
- Breach privacy laws;

- Breach anti-discrimination laws;
- Contain any links, advertising or marketing material or spam;
- Stalk or harass any person;
- Encourage or promote or assist the commission of any illegal act;
- Contain excessively coarse language or content which would be rated R RC or X by the Australian Classification Board; or
- Include any material that contains any virus or computer code file or computer program designed to impair any the performance of the ninemsn network or any computer, software or telecommunications device.

REPORTING

IF YOU THINK THAT ANY CONTENT ON THE SITE IS UNLAWFUL OR BREACHES THESE TERMS PLEASE [REPORT HERE](#).

Please note while we will not necessarily reply to all complaints, we will consider whether there are any grounds for taking action for each complaint received .

OUR EDITORIAL COMMITMENTS

ninemsn is a member of the Australian Press Council and we abide by the General Principles which can be [viewed here](#).

ninemsn listens to its users who can expect dedication to the highest quality in content services and advertising. We will use reliable, effective and innovative technologies to deliver compelling experiences and will respond to feedback. ninemsn reinforces these standards with training of editorial staff and practical guidelines. If you wish to make a complaint concerning the compliance of our editorial content with these standards you can send an email to customer service.

SERVICE CHANGES

We reserve the right to change, suspend or discontinue any content or services included in or accessible via the ninemsn network without any notice and without any liability to you.

DEALINGS WITH ADVERTISERS

The ninemsn network includes advertising and promotional material provided by our advertisers. We do not recommend or endorse any advertiser, its products or services and we ask that you

contact the advertiser directly if you have any queries or concerns regarding the content of any advertisement.

In some instances, advertisements will contain offers which you can accept by clicking through to the advertiser's website. Such offers are not made by us and the advertiser is solely responsible to you for the delivery of any goods or services you purchase on the third party website.

From time to time we feature, promote or sponsor special events, competitions and other activities conducted by third parties on-line and/or off-line. We do not accept any responsibility for your participation. However there may be specific terms and conditions applicable to those activities and you should check these carefully.

The products and prices listed in the shopping sites on the ninemsn network are the responsibility of the relevant retailer. We are not liable for the availability, prices or price changes, including where price changes have not been reflected on the shopping sites.

Some advertisements and promotions may be aimed at consumers who are located in specific locations. As a result, the goods or services included in any such advertisements or promotions may not necessarily be available at or near the place where you are located whether for the price stated or at all. We make no representation or warranty with regard to the availability of such good and services or the price for which those goods and services may be available in the area where you are located. You agree that you will make no claim or complaint against us or any of our related bodies corporate and that those parties will not be liable, solely on the basis that you were not able to acquire goods or services mentioned in an advertisement or promotion whether at the price stated in the advertisement or at all.

LINKS

For the convenience of our users the ninemsn network contains links and other pointers to websites operated by third parties. We do not control these websites and we are not responsible for their availability or their content and /or services.

TERMINATION

You agree that ninemsn may without notice terminate your access to our services without notice on any reasonable grounds including but not limited to:

- Breach of these Terms of Use;
- Request by law enforcement authorities or agencies;
- Discontinuation of modifications to our services;
- Technical issues or problems;
- Extended periods of account inactivity;
- Non-payment of any fees owed by you in relation to any services; and
- Where we suspect you have used the services for a fraudulent or illegal purpose

DISCLAIMER

Except where expressly specified ninemsn network content is provided for your information only. It is not intended as advice and you should not rely upon it as such. You should verify any important information we provide (such as information about health, finances and travel) and seek independent advice suited to your specific circumstances prior to making any decisions.

SPECIAL WARNING FOR CONTENT AND SERVICES RELATING TO FINANCIAL MATTERS

The ninemsn network may contain financial content and tools such as stock quotes, broker calls, investment information, market comment and analysis, statistics, company reports and fact sheets and calculators. None of our financial content is intended for trading or investment purposes and we and our content providers are not liable for any trading or investment decisions based on your use of this content

LIMITATIONS OF LIABILITY

Your use of the ninemsn network is at your sole risk. The content and services are supplied to you on an “as is” and “as available” basis. To the extent permitted by law ninemsn, its subsidiaries and affiliates, partners and licensors expressly disclaim all warranties and conditions of any kind regarding our content and services whether express or implied unless expressly set out in these Terms of Use. Without limiting the forgoing we do not warrant that: our Content is accurate or reliable. Nor do we warrant that our services will be timely, uninterrupted or error free or that any errors or defects will be corrected.

In no circumstances are we liable for any indirect or consequential losses or damages arising in connection to your use of the ninemsn network.

INDEMNITY

We rely on you to use the ninemsn network responsibly and to observe these Terms of Use. If ninemsn suffers any loss or damage or incurs any costs in connection with any breach of these Terms of Use or any other legal obligation then you agree to indemnify ninemsn for the losses, damages and costs.

GOVERNING LAW

These Terms of Use and any issues arising under these Terms of Use will be dealt with under the laws of New South Wales, Australia.

Last updated: 4 January 2016