

## SOCIAL MEDIA TERMS

Sarah Smart trading as Smart Engagement A.B.N.50 290 733 495 (**we, us, our, or Smart Engagement**) offers its social media pages as a service to provide you with information about us, our services, and other matters of interest. Our social media pages are available to the public and are openly available to all users of the relevant social media website.

Our social media pages are those pages on social media websites including, but not limited to, Facebook, Twitter, Pinterest, Instagram, YouTube, which are identified as being a web page associated with Smart Engagement (**Social Media Pages**). To avoid any confusion between a third party social media page and our own, a link to each Social Media Page that is associated with Smart Engagement can be found on our [website](#) (our **Website**). We do not associate ourselves with, or provide any warranties as to the quality, content or legality of any social media page that is not linked to from our Website.

In accessing and using our Social Media Pages, you must comply with any relevant terms and conditions associated with the relevant social media channels, as well as with these terms and conditions.

### Content on Social Media Pages

Regardless of whether it was posted and/or uploaded by us or a third party, Smart Engagement:

- does not endorse any comments, advice, statements, visuals, audio, videos or other material (**Content**) posted to our Social Media Pages;
- does not represent or warrant the accuracy of Content posted to our Social Media Pages; and
- will not be liable for any Content posted to our Social Media Pages.

Whilst we may not monitor all Content that you post to our Social Media Pages, we expect that you will not post any Content that we may deem to:

- be defamatory, abusive or hateful, intimidating, or misleading;
- constitute junk mail or bullying;
- infringe a third party's rights; or
- breach any other laws.

In the event that you do post such material, we reserve the right to remove that material from our Social Media Pages immediately and without notice to you.

We will also remove, without notice to you, any unapproved Content that is commercial in nature. Smart Engagement is not responsible for any advertising material that may be displayed on our Social Media Pages by third parties.

### Third Party Links

Smart Engagement may, from time to time, provide hyperlinks to third party websites (**Linked Websites**). We do not control content posted on the Linked Websites, and we are therefore not responsible for any content found on them. We provide hyperlinks to Linked Websites for your convenience only, and do not endorse or approve any of the content found within Linked Websites. We do not take any responsibility or warrant the accuracy of any aspect of content or information provided on the Linked Websites.

### **Intellectual Property**

By uploading Content to a Social Media Page, you grant Smart Engagement a worldwide non-exclusive, sub-licensable, royalty-free licence to:

- use, reproduce, distribute, display, publish and adapt any part or all of the Content;
- publicly promote, endorse or market the Content in any way whatsoever, including via the Social Media Pages or otherwise; and
- perform or carry out any actions associated with achieving any of the above.

Smart Engagement may use the Content for any period of time beyond your removal of the Content from the Social Media Pages.

### **Private Facebook group**

If you become a member of any private Facebook group that is operated by Smart Engagement, then separate terms and conditions will apply. These terms and conditions will be displayed within the private Facebook Group and must be followed, at all times.

### **Miscellaneous**

To the extent permitted by law, you agree to indemnify us from and against all actions, claims, suits, demands, damages, liabilities, costs or expenses (whether in tort or in contract including and without limitation, negligence) arising out of or in any way connected to the use of the Social Media Pages by you.

We do not make any claims that the information or Content on the Social Media Pages is appropriate or may be downloaded in all areas, countries or jurisdictions. If you access any Social Media Pages, you do so at your own risk and you are responsible for compliance with the laws of your jurisdiction.

### **Contact Us**

Thank you for taking the time to observe our Social Media Terms. Please [email](#) us if you have any concerns about any Content on our Social Media Pages.

*Social Media Terms last updated 21 June 2019.*