

## Pathways User Agreement

### 1. Terms of Use

- 1.1 This website ([www.awgpathways.com.au](http://www.awgpathways.com.au)) is owned and operated by the Australian Writers' Guild (the **Site**).
- 1.2 In these Terms of Use, "**we**", "**us**" or "**our**" means the Australian Writers' Guild (**AWG**) and "**you**" means the user of the Site.
- 1.3 Access to and use of this Site and the information available on this Site (the **Information**) is subject to the following Terms of Use (the **Terms**). By accessing the Site, you are agreeing to be bound by and comply with these Terms and our Privacy Policy, as may be updated by us from time to time.
- 1.4 We may, at our absolutely discretion, accept or reject your application for registration to the Site and/or withdraw your access rights to the Site at any time.

### 2. Ownership, Use and Intellectual Property Rights

- 2.1 You acknowledge and agree that the content (including loglines, synopses, storylines, treatments, scripts, story boards, plots/concepts and character notes (the **Works**)) made available to you on or through the Site is protected by copyright law.
- 2.2 All rights to use the Information and Works are reserved by the AWG and the authors of the Works. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the Information or Works which appear on the Site nor may you use the Information or Works in a commercial context or in any other way that would infringe the intellectual property rights of the AWG or the authors of the Works.
- 2.3 You acknowledge that you have been granted access to the Site in your personal capacity and you agree not to share your log-in details with any third party.

### 3. Confidential Information

- 3.1 You acknowledge that by accessing the Site you will have access to loglines, synopses, storylines, treatments, scripts, story boards, plots/concepts, character notes and other information that is confidential (the **Confidential Information**).
- 3.2 You acknowledge, agree and covenant that:
  - (i) you will treat the Confidential Information as confidential;
  - (ii) you will use the Confidential Information solely for the purpose of identifying writers and projects for new film and television productions and/or investment (the **Permitted Purpose**);
  - (iii) you will not disclose the Confidential Information to any third party or utilise the Confidential Information in any manner (except as explicitly set out in these Terms) without the prior written consent of the copyright owner and/or the AWG; and
  - (iv) you will notify us in writing of any Confidential Information that is substantially similar to a project that is being independently developed by you and/or your affiliated company and/or its employees, representatives, and/or agents immediately upon becoming aware of the substantial similarities.

### 4. Exceptions to Confidential Information

- 4.1 The following will not constitute Confidential Information for the purposes of these Terms:
  - (i) information which is or becomes generally available to the public other than as a result of a disclosure by you;

- (ii) information which becomes available to you on a non-confidential basis from a source other than the Site, provided that such source is not subject to any prohibition against transmitting such information; or
- (iii) information which is independently developed by you and/or your affiliated company and/or its employees, representatives, and/or agents without reference to, or use of, the Confidential Information subject to you complying with the notification requirements in clause 3.2(iv) above.

4.2 If a particular portion or aspect of any Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such information shall remain subject to these Terms.

## **5. Legal Process**

5.1 In the event that you are requested or required (by requests for information or documents, subpoenas or similar process) to disclose the Confidential Information, you agree to immediately, and prior to complying therewith, notify the AWG so that the AWG may seek appropriate protective order and/or waive compliance with the terms of this Agreement.

5.2 It is agreed that if, in the absence of a protective order or the receipt of a waiver hereunder, you are nonetheless, in the opinion of your legal counsel, compelled to disclose any Confidential Information to any court or tribunal or else stand liable for contempt or suffer other significant penalty or censure, you may disclose such Confidential Information to such court or tribunal without liability hereunder except to the extent of previous or subsequent disclosure which was not permitted by these Terms.

## **6. Survival and Effect of Terms**

6.1 Your confidentiality obligations under these Terms survive the termination of your access to the Site and the Works.

6.2 These Terms shall not be construed in any manner which would create an obligation on either party to enter into the Permitted Purpose or an agreement relating to the Permitted Purpose or which would result in any claim whatsoever for the reimbursement of costs for any effort expended by either party.

## **7. Links Policy**

7.1 You may link to this Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

7.2 You must not establish a link from any website or social media account that is not owned by you.

7.3 This Site must not be framed on any other site.

7.4 We reserve the right to withdraw linking permission without notice.

## **8. Indemnity**

8.1 You agree to indemnify, defend and hold harmless the AWG, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, losses, damages and/or costs (including, but not limited to, legal fees) arising, directly or indirectly, from your use of the Site, your breach of these Terms, or any negligent act or omission by you.

## **9. General Provisions**

9.1 These Terms are governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

- 9.2 These Terms constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior and current agreements and understandings (whether written or oral) pertaining to the subject matter hereof.
- 9.3 You understand and acknowledge that the AWG makes no representation or warranties, express or implied, as to the availability of the Works for development and shall have no liability to you or your agents arising from your use of the Site, Confidential Information or Works.
- 9.4 Nothing herein shall create any association, partnership, joint venture, or the relationship of principal and agent between the parties nor shall anything herein be construed to permit one of the parties to bind the other to any agreement or purport to act on behalf of the other in any respect.
- 9.5 In the event that any provision or part of these Terms is held to be invalid, unenforceable or illegal for any reason, then that provision or part, as the case may be, shall be deemed to be deleted from these Terms and these Terms shall otherwise remain in full force and effect.