

# CONTENT USER TERMS AND CONDITIONS - AIBD MEMBERS

## 1. USER AGREEMENT

- 1.1 These terms and conditions govern the User's access and use of GMCD's internet website portal at [www.mediahubaccess.com](http://www.mediahubaccess.com) ("Mediahub") and the initiation of purchase transactions or queries with regards to the content displayed/available on Mediahub ("Content"), which are to be read together with such other terms and disclaimer displayed on Mediahub from time to time (collectively referred to as the "User Agreement").
- 1.2 The terms and conditions herein shall come into effect on the execution date of this User Agreement and unless terminated earlier pursuant herein, continue until the User ceases to be a member of the Asia Pacific Institute for Broadcasting Development ("AIBD").

## 2. FEES AND PAYMENT

- 2.1 Mediahub is provided to the members of AIBD ("User") free of charge.
- 2.2 GMCD grants the User a 50% discount for all Content Provider subscription packages in the event that the User wishes to become a Content Provider for Mediahub.

## 3. USERS UNDERTAKINGS AND ACKNOWLEDGEMENTS

- 3.1 User shall ensure access to Mediahub is only (i) by its authorised personnel; and (ii) for lawful purposes.
- 3.2 User shall be responsible for the security and confidentiality of the ID and password provided by GMCD and for all access to Mediahub via the said access codes whether authorised or otherwise.
- 3.3 The User hereby consents to receiving such messages, alerts and notifications as may be issued by GMCD via Mediahub.
- 3.4 User hereby consents to the disclosure of all information provided to GMCD to relevant third parties subject to such disclosure being related to User's access and use of Mediahub and the Content.
- 3.5 User acknowledges that all intellectual property rights in Mediahub and its contents belong to GMCD and its relevant Content Providers and no right/license is granted for its use thereof without consent.
- 3.6 User undertakes to initiate a purchase or query pertaining to the Content by utilising the content links to the applicable Content Provider made available via Mediahub.
- 3.7 User hereby commits to notify GMCD of a successful purchase of the Content within seven (7) days thereafter and provide all relevant supporting documentation evidencing the details of the same.
- 3.8 User acknowledges that GMCD shall have the discretion to direct all its complaints and queries pertaining to Content directly to the Content Provider for its sole resolution.
- 3.9 User acknowledges that to the extent permitted by law, GMCD disclaims all warranties, guarantees and representations, express or implied with respect to Mediahub and the Content.
- 3.10 User further acknowledges that where it becomes dissatisfied with Mediahub for any reason, its sole remedy will be to discontinue its access and use of Mediahub and terminate the User Agreement.
- 3.11 The User hereby grants GMCD a non-exclusive license during the term of this Agreement to use the User's name, trademark and any applicable logos or other intellectual property pertaining to the User, including copyright thereto for promoting Mediahub.

## 4. TERMINATION

- 4.1 Either Party may terminate this User Agreement at any time by giving prior written notice. Notwithstanding the aforementioned, GMCD reserves the right to suspend User's access thereto without notice prior to any such termination or at any time, where it deems it necessary at its sole discretion (i) for security reasons, or (ii) to protect its interest and the interest of the Content Providers or the other users.
- 4.2 All Clauses that are meant to continue beyond this User Agreement (whether express or by implication) shall survive the termination of the User Agreement for any reason.

## 5. NOTICE

- 5.1 Any notices under this Agreement shall be in writing and delivered personally (with acknowledgement), via post, facsimile, e-mail or other instantaneous transmission at the respective address or contact details stated in the execution page of this User Agreement or as may be notified to the other party in writing from time to time, and shall be deemed to be sent within (2) days after the same is posted; or if via facsimile when the recipients' facsimile number is shown on the sender's receipt of a confirmed log print-out for the transmission regarding the date, time and transmission of all pages; or if via e-mail or other instantaneous transmission, when despatched.

## 6. GOVERNING LAWS

- 6.1 This Agreement is governed by the laws of Malaysia.