

AAP Press Release Terms

(As at 8 November 2023)

1 General

- 1.1 By accessing and using the Press Release section of the AAP website located at <https://www.aap.com.au> ("**website**") you agree to comply with these terms of use (in addition to the general AAP website terms and conditions located at: <https://www.aap.com.au/legal/>). If there is any conflict or inconsistency between these terms and the general AAP website terms and conditions, these terms will prevail to the extent of the conflict or inconsistency.
- 1.2 AAP aggregates press releases and media statements from around the world. All of the press releases and other content published on the website are 'third party content' (i.e. provided to AAP by third parties ("**licensors**") ("**content**"), and AAP was not involved in the creation of it, and accepts no liability in relation to it.
- 1.3 We may remove content from the Press Release section of the website at any time, without notice to you. For example, we may remove content in response to a legal requirement or in circumstances where a licensor limits or restricts our ability to supply the content.
- 1.4 We grant you the right to view the content, and only to view the content, in accordance with these terms, and we may suspend or revoke this right in our discretion by reasonable notice to you.

2 Intellectual property rights

- 2.1 All intellectual property rights in the Press Release section of the website and the content are owned by us or our licensors, and you must not dispute such ownership.
- 2.2 You must not use or display our (or our licensors') trademarks, abbreviations, acronyms, trade names, (including, without limitation 'PR Newswire') the content, or otherwise refer to AAP (or our licensors) in any manner including in conjunction with any other material, including to generate search results through blogs, search engines, sponsored links or any other marketing, promotion or advertising mechanism.

3 Further restrictions

- 3.1 Without limiting any of your other obligations, you must not:
- (1) remove any copyright notice embedded in the content;
 - (2) use the content for any commercial purpose;
 - (3) use, scrape, or display the content, or redistribute, resell or sublicense the content to any third party, or otherwise use the content in any manner not expressly authorised by these terms of use;
 - (4) alter, modify or create any derivative works of any content without our prior written consent;
 - (5) remove or modify identification tags from the date line of any content; or
 - (6) (6) modify, disable or delete, from any content, any links including anchor text, code, or metadata
- 3.2 You must notify us of any unauthorised republication, redistribution or other use of the content of which you become aware.

4 Liability

- 4.1 These terms apply to the maximum extent permitted by law.
- 4.2 The Press Release section of the website is provided to you on an "as is" and "as available" basis.
- 4.3 We will not be liable to you for any false, misleading, fraudulent, defamatory or erroneous statements, opinions or suggestions in the content, or to the extent any of the content infringes your (or a third party's) intellectual property rights.
- 4.4 Neither we nor our licensors warrant or represent that the content will be free from error, omission, interruption, delay, loss or defect, whether caused by human or mechanical error. Neither we nor our licensors make any warranty or representation, expressed or implied, as to the content and expressly disclaim or all warranties including any warranty of non-infringement, merchantability or fitness for a particular purpose or suitability for print or broadcast.
- 4.5 The content is not professional advice and should not be relied on as professional advice. You should make your own enquiries and seek professional, independent, advice suited to your specific circumstances before making any decisions.
- 4.6 If you create any press release or other material or derivative work using the content
- 4.7 ("**material**"), you indemnify and hold harmless us and our licensors with respect to that material.
- 4.8 We will not be liable for any indirect or consequential loss or damage in connection with these terms.

- 4.9 To the extent that our liability cannot be excluded by law, but can be limited, our liability is limited (at our option) to resupplying the relevant services to you or the amount(s) paid by you (if any) in respect of those services.

5 Miscellaneous

- 5.1 No waiver of these terms will be deemed to be a further or continuing waiver of such term or any other term. Any failure to assert or enforce a term will constitute a waiver of that term.
- 5.2 If any part of these terms are found to be illegal or invalid by a court of competent jurisdiction, this will not affect the remainder of these terms, which will remain in full force and effect.
- 5.3 We may amend these terms at any time by posting an amended copy of these terms on the Press Release section of the website.