

**Stronger Than My Excuses**  
**Licensed Media Production Kit**  
**Terms of Sale**

**1. General**

- 1.1 The agreement for the purchase of the Licensed Media Production Kit (**Media Production Kit**) is made between Julie Watson t/as Stronger Than My Excuses ABN 43 577 298 768 of 3 Amy Close, North Wyong NSW 2259 (**Stronger Than My Excuses**) and you as the purchaser of the Media Production Kit.
- 1.2 Your agreement to the Media Production Kit Terms of Sale is indicated when, at the time of purchasing the Media Production Kit via the Stronger Than My Excuses website (**Website**), you check the check box that states that you have agreed to the Terms of Sale.
- 1.3 When you agree to the Terms of Sale you represent that you are over the age of 18 or have a parent's/guardian's approval to enter into this agreement.
- 1.4 Stronger Than My Excuses may amend or vary the Terms of Sale from time to time. You are bound by the Terms of Sale that were in force at the time you purchase the Media Production Kit. This is determined by the date of your first payment to Stronger Than My Excuses being received.
- 1.5 The Media Production Kit is an educational tool that provides guidance, examples and tools to assist you in the production of videos such as web television shows and panel show series.
- 1.6 Stronger Than My Excuses cannot give any guarantees about the results you will achieve by applying the techniques that you learn when you use the Media Production Kit and we are not responsible if your expectations are not met.
- 1.7 All Media Production Kits are identical, however the price variances between packages are due to the variance of work completed by the client compared to that of Stronger Than My Excuses as per the Pricing Schedule you have been given in writing at the time of purchase.

**2. Definitions and Interpretation**

- 2.1 In this agreement the following definitions apply, except where the context otherwise requires:

**Intellectual Property Rights** means any and all intellectual and commercial property rights throughout the world including, without limitation, copyright, the trade marks and any other trade marks whether registered or unregistered, designs, patents, the right to keep confidential information confidential, know-how and trade secrets, whether or not now existing and whether or not registered or

registrable and includes applications for and any right to apply for registration of such rights and includes all renewals and extensions.

**Price** means the price for the Media Production Kit applicable at the time of purchase.

**Media Production Kit** means the pdf Media Production Kit supplied to you via USB or email (or both) including all documents and links referred to within the Kit.

**Top Up Media Production Kit** means an updated, revised or amended Media Production Kit that you will need to purchase after the expiry of twelve months from the date of purchase of the Media Production Kit if you would like to create more than eight video episodes and where you want Stronger Than My Excuses to approve, brand and upload your video episodes to the Stronger Than My Excuses YouTube channel.

**Trade Marks** means all of Stronger Than My Excuses' registered and unregistered trade marks including STRONGER THAN MY EXCUSES.

2.2 The following rules of interpretation apply unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and conversely;
- (c) a reference to a person includes a body corporate, an unincorporated body or other entity;
- (d) where examples of a thing or set of things are given by reference to the word "including", the meaning of references to the thing or set of things is not to be limited by reference to the examples.

### 3. Price and payment

- 3.1 The Price of the Media Production Kit is the one given to you by Stronger Than My Excuses when Stronger Than My Excuses responded to an inquiry or, as shown on the Website at the time of purchase. All prices are subject to change and the Price payable is the one current on the date of purchase.
- 3.2 The Price does not include the Goods and Services Tax (**GST**) or any delivery charges, insurance, customs charges and other charges affecting the cost of the Products. If there are any additional costs, you will be told about these and you will be given a total purchase price before you finalise your purchase.
- 3.3 Once you have agreed to the terms of this agreement in accordance with clause 1.2, Stronger Than My Excuses will email you an invoice for the Price.
- 3.4 Payment of the Price is required upon receipt of invoice. Payment options are shown on your invoice and payment of the Price must be made before the Media Production Kit will be delivered to you.

- 3.5 No part of the Price is refundable unless otherwise agreed or as required by law.
- 3.6 The Price includes free updates to the Media Production Kit for the 12 months after the date of purchase. Although you will be able to continue to use the Media Production Kit as purchased, any other rights you have under this agreement, will expire after twelve months or once eight episodes have been approved, branded and scheduled to Stronger Than My Excuses YouTube channel. Inclusion in online groups and social media groups will continue for at least the 12 months of this agreement and will need to be individually approved to be extended.

#### **4. Delivery of Media Production Kit**

- 4.1 Once your payment has been processed, Stronger Than My Excuses will send you a copy of the Media Production Kit as a PDF document and other current documents by email and by one of the following ways:
  - (a) on a USB which will be delivered to your nominated postal address; or
  - (b) a link to a Google Drive Folder within an email to your nominated email address. Details for accessing the Google Drive Folder and the length of time during which the Google Drive Folder will be available will be set out in the email.
- 4.2 Stronger Than My Excuses is not responsible for non-delivery if the details you supplied were incorrect. Please check the details you supplied carefully and notify Stronger Than My Excuses immediately if any of the details are incorrect or change before the Media Production Kit is sent to you.

#### **5. What is included when you purchase the Media Production Kit**

- 5.1 Provided you comply with your obligations, Stronger Than My Excuses will:
  - (a) review each of the video episodes you produce and up to two promotional videos for DIY packages and up to five promotional videos for Complete Package;
  - (b) once an episode video and promotional video is approved, Stronger Than My Excuses will finalise the video by adding an introduction, music, outro graphic, and the Stronger Than My Excuses branding;
  - (c) once finalised, Stronger Than My Excuses will upload each video to the Stronger Than My Excuses YouTube channel, including the title and description as supplied by you, on the date and time as instructed by you and agreed by Stronger Than My Excuses; and
  - (d) for videos which are not approved, make suggestions, once only, for changes to the video so that it can be approved for branding and uploading to the Stronger Than My Excuses YouTube channel.
- 5.2 Once finalised, Stronger Than My Excuses will share the promotional videos and full episode video links to you for your own use to promote the branded videos in any way and Stronger Than My Excuses reserves the right to use the promotional

videos via its Facebook page or other social media, email marketing and other media. The video cannot be placed on any other YouTube channel, but can be added to playlists on other YouTube channels. This is due to YouTube copyright laws.

- 5.3 Stronger Than My Excuse is under no obligation to approve a video. If a video is not approved, you will be notified of the reasons and you will be able to use the video for your own purposes provided that you do not use the Trade Marks or any other Stronger Than My Excuses branding. This is entirely at Stronger Than My Excuses discretion.
- 5.4 Once a video has been uploaded to the Stronger Than My Excuses YouTube channel, either party can have the video removed by giving the other party 7 days' prior written notice. Stronger Than My Excuses may immediately remove a video if in its sole discretion, Stronger Than My Excuses considers that its reputation will be adversely affected by the association with you, your business or anyone in or referred to in the video,

## **6. Your obligations and prohibitions**

- 6.1 In order to obtain the benefit of having your videos approved and uploaded to the Stronger Than My Excuses YouTube channel you must comply with the following requirements:
  - (a) comply with any mandatory requirements set out in the Media Production Kit;
  - (b) each video must be produced in accordance with any technical requirements set out in the Media Production Kit;
  - (c) you must produce no less than three and no more than 8 videos that are suitable for uploading to the Stronger Than My Excuses YouTube channel;
  - (d) each video, including opening title and closing credits, must be between 15 and 25 minutes;
  - (e) provide Stronger Than My Excuses with all of your videos within 12 months of the date of purchase of the Media Production Kit, being the date of the first invoice payment;
  - (f) not include any music on the videos, unless used as an example or as part of the panel discussion;
  - (g) send Stronger Than My Excuses each video no less than 14 days before the date on which you want the video scheduled for uploading to the Stronger Than My Excuses YouTube channel, unless by prior written consent;
  - (h) when each video is sent to Stronger Than My Excuses for approval, you must also give Stronger Than My Excuses a requested scheduling date, the title of the video, a short description to use on the Stronger Than My Excuses YouTube channel and any links you have promised to sponsors or supporters of your episode; and
  - (i) include any credits referencing Stronger Than My Excuses or its creator, Julie Watson, as notified to you by Stronger Than My Excuses.
- 6.2 You must not include in the content of your video any of the following:

- (a) content that is unlawful, libellous, defamatory, obscene, pornographic, harmful to minors, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
  - (b) content that constitutes, encourages or provides instructions for an unlawful activity as referred to in clause 6.2(a);
  - (c) content that may infringe any other person's intellectual property or contractual rights;
  - (d) content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
  - (e) unsolicited promotions, political campaigning, advertising, junk mail, spam, chain letters, pyramid schemes or solicitations;
  - (f) anyone's personal or sensitive information;
  - (g) viruses, corrupted data or other harmful, disruptive or destructive files; and
  - (h) content that, in Stronger Than My Excuses' sole judgment is objectionable or which may expose Stronger Than My Excuses to any harm or liability of any type.
- 6.3 You are responsible for the promotion of your videos. All promotion of your videos must include reference to the Stronger Than My Excuses YouTube channel as the platform via which your videos can be accessed and viewed.
- 6.4 If you decide to produce further episodes or series in addition to the original eight videos allowed for in the Media Production Kit within two years of purchase of the Media Production Kit or any Top Up Media Production Kit, and you will want Stronger Than My Excuses to approve, brand and upload your video episodes to the Stronger Than My Excuses YouTube channel, you will only need to purchase a new Top Up Media Production Kit.
- 6.5 If you don't create any videos until more than twelve months after you purchased the Media Production Kit, you will need to purchase a Top Up Media Production Kit in order to have your videos approved, branded and uploaded to the Stronger Than My Excuses YouTube channel. The Top Up Media Production Kit includes a new set of up-to eight episodes under a renewed Service Agreement.
- 6.6 You warrant that:
- (a) you have all of the consents and rights necessary to produce each of the videos and enable the videos to be uploaded to the Stronger Than My Excuses YouTube channel;
  - (b) the content of the videos does not infringe any third party's rights.
- 6.7 You indemnify Stronger Than My Excuses, its employees, contractors and agents from and against any claims (including negligence), damages, costs, liabilities and expenses (including, reasonable legal fees) arising out of or related to the production of your videos using the Media Production Kit and the uploading of the videos to the Stronger Than My Excuses YouTube channel.

## **7. Intellectual Property Rights**

- 7.1 Stronger Than My Excuses is the owner of the Intellectual Property Rights in the Media Production Kit, Trade Marks and all other materials related to or connected with the Media Production Kit.
- 7.2 When you purchase the Media Production Kit, you do not purchase any of the Intellectual Property Rights in or associated with the Media Production Kit.
- 7.3 The Media Production Kit is sold to you for your own use. You must not give the Media Production Kit to anyone else to use. You must not reproduce or authorise the reproduction by a third party of the Media Production Kit, whether in whole or in part, except where someone else in your business who is involved in helping you to produce the videos, needs a copy.
- 7.4 You must not:
  - (a) copy, reproduce or distribute any of the Media Production Kit without Stronger Than My Excuses' prior written consent which can be withheld for any reason;
  - (b) permit anyone else to use or reproduce, in part or in whole, the Media Production Kit;
  - (c) do anything that would adversely affect the image or reputation of Stronger Than My Excuses or the Media Production Kit;
  - (d) alter, obliterate or in any way tamper with the Trade Marks as they appear on the Media Production Kit;
  - (e) alter, delete or obliterate the credits referencing Stronger Than My Excuses or its creator, Julie Watson.
- 7.5 You grant Stronger Than My Excuses a non-exclusive, royalty free licence of the Intellectual Property Rights in the videos, for the purpose of allowing Stronger Than My Excuses to finalise your videos under clause 5.2, upload your videos to the Stronger Than My Excuses YouTube channel and promote the videos in accordance with the terms of this agreement.
- 7.6 You agree that the uploading and viewing of your videos on Stronger Than My Excuses YouTube channel may generate income or other benefits for Stronger Than My Excuses and that you are not entitled to share in any part of the income or other benefits.
- 7.7 You may earn income from the videos by having them available on your own social media accounts, via website promotions or by obtaining sponsors.

## **8. Termination**

- 8.1 This agreement commences when you purchase the Media Production Kit and will continue for as long as any of your videos remain on the Stronger Than My Excuses YouTube channel, or this agreement is terminated as set out below.

- 8.2 Either party may terminate this agreement immediately by written notice to the other party:
- (a) if that other party breaches a material term of this agreement and fails to remedy the breach within 14 Business Days after being given notice of the breach;
  - (b) if that other party breaches a material term of this agreement which is not capable of remedy; or
  - (c) the other party cannot pay its debts when they fall due or has entered into any form of insolvency, liquidation or external administration, whether voluntary or involuntary, formal or otherwise.
- 8.3 If this agreement is terminated under clause 8.2 within 12 months of your purchase of the Media Production Kit, Stronger Than My Excuses will no longer be under any obligation to approve your videos or upload them to the Stronger Than My Excuses YouTube channel.

## **9. Liability**

- 9.1 To the maximum extent permitted by law, all guarantees, warranties, representation or conditions that by law may be excluded and which are not expressly stated in this agreement, are excluded. If Stronger Than My Excuses is liable for breach of an imposed guarantee, warranty, representation or condition, its liability is, at its option, to the extent permitted by law, limited to:
- (a) the replacement of the Media Production Kit;
  - (b) the payment of the cost of replacing the Media Production Kit.
- 9.2 To the maximum extent permitted by law, Stronger Than My Excuses is not liable for any special, indirect or consequential loss or damage, loss of profit or opportunity, arising out of or in connection with the shows produced from following the or the Media Production Kit itself, including as a result of not being able to use the Media Production Kit or the late or non-supply of the Media Production Kit, whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise and whether or not we were aware that such loss or damage may occur.
- 9.3 Stronger Than My Excuses' liability will be capped at the Price paid for the Media Production Kit in respect of which a claim or other liability has arisen.

## **10. General**

- 10.1 A notice given under this agreement must be in writing and sent to the recipient at the email address supplied at the time of purchase of the Media Production Kit. A notice is deemed to be received:
- (a) if sent by hand, when delivered to the addressee;

- (b) if by post, 5 Business Days from and including the date of postage, on delivery to the addressee; or
- (c) if by email, on receipt by the sender of read receipt,

but if the delivery or receipt is on a day which is not a Business Day or is after 4:00pm (addressee's time) it is deemed to be received at 9:00am on the following Business Day.

10.2 This agreement is governed by the laws of New South Wales and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales.

10.3 If part or all of any of this agreement is illegal or unenforceable it will be severed from this agreement and will not affect the continued operation of the remaining provisions of this agreement.

10.4 You may not assign or sublicense any of your rights under this agreement.

10.5 This agreement can only be amended, supplemented or waived in writing signed, by both parties. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this agreement.

10.6 This agreement, including the Media Production Kit, contains the entire agreement of the parties with respect to its subject matter.

Date: [As at version 18<sup>th</sup> October, 2021]