

JOIN THE NETWORK

Get Started right now!

Venue Name:

Little Birdy Network

Subscription Form

Business Details

Please complete this subscription form and return to hello@littlebirdynetwork.com We will then send an invoice with subscription payment details to your nominated email address. Subscriptions begin on the 1st day of the month, following the date of installation.

Name:	Phone:
Email:	
Business Name:	Address:
ABN:	

Subscription Details

EXCLUSIVE EXPO Attendee Offer
(Valid for expo attendees only - till 18th Oct 2016)

\$440 for 6 Months (per SmartBase)

Standard Subscription includes:

Number of SmartBases = _____

- 1 x SmartBase
- up to 5 Little Birdy Beacons
- Full Access to Admin Dashboard
- Post in-app Venue News
- Post in-app Venue Promos
- Automatic Weekly Report

Signature _____

Date _____

Preliminary selection for number of SmartBases, is to be confirmed by a venue site visit. The required number of SmartBases can be upgraded at any time, with billing and delivery occurring at the beginning of the a new month. Automatic roll-over to full fee paying subscription at the end of the 6 month offer period. EXPO offer requires up-front payment for 6 month period. Subscription cancellation requires 1 month notification. Acceptance of this subscription offer, accepts agreement to Little Birdy Network Terms and Conditions.



Little Birdy Network - Terms and Conditions

General

The terms and conditions set out below ("Terms of Service") apply to your use of the Little Birdy Network ("Little Birdy") website located at www.littlebirdynetwork.com, SmartBase™, Little Birdy Beacons and the Little Birdy mobile applications collectively ("Little Birdy Platform"). The Little Birdy Platform facilitates marketing and promotions including but not limited to membership, points and reward programs for, on behalf of, or involving participating third party businesses that provide products and services to registered members of the Little Birdy Platform. Whereby ("Little Birdy Network") is a trading name of CodeFish Studio Pty Ltd, ABN 19 602 382 212

Your access and/or use of the Little Birdy Platform constitutes your consent to these Terms of Service. If you disagree with any of the items that form the Terms of Service you must not use the Little Birdy Platform.

Your use of the Little Birdy Platform includes the ability to enter into agreements and/or to make transactions electronically. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by and to pay for such agreements and transactions. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions you enter into through, using or in relation to, the Little Birdy Platform, including notices of cancellation, policies, contracts, and applications. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

We may change the Terms of Service from time to time. The revised Terms of Service will take immediate effect from the time of posting, and your continued use of the Little Birdy Platform constitutes your acceptance of any such changes. If the revised Terms of Service are unacceptable to you, you must cease using the Little Birdy Platform.

Additional terms and conditions may apply to specific areas or features of the Little Birdy Platform, and you hereby agree to abide by such additional terms and conditions.

Registration

You will access the Little Birdy Platform as a registered member of Little Birdy Network. You will be required to register with Little Birdy Network in order to access or make use of the features of the Little Birdy Platform. Where you are required to register:

- a you must provide us with accurate, complete and current registration information;
- b you must safeguard any user name and password which we provide to you;
- c you authorise us to assume that any person using the Little Birdy Platform with your user name and/or password is either you or is authorised to act for you;
- d you authorise us to assume that any person using the Little Birdy Platform with your Little Birdy mobile application/phone is either you or is authorised to act for you;
- e where your user name and/or password is specific to you, you must not allow anyone else to use your user name and/or password;
- f you agree to immediately notify us of any unauthorised use of your user name and/or password or any breach of security of which you become aware;
- g you may cancel your registration at any time by notifying us subject to notice period;
- h we reserve the right to discontinue or cancel your registration in our sole and absolute discretion without notice to you if you do not use the Little Birdy Platform for an extended period of time, if you breach any of these terms and conditions or any applicable law, if we conclude that your conduct impacts on our name or reputation or violates our rights or those of another party, or as we see fit.

If you chose to cancel your account or if your account is otherwise terminated by us, all of your user content may remain on the Little Birdy Platform even after your account has been cancelled. You are not authorised to sell or transfer any account obtained through Little Birdy Network. Little Birdy Network may assign or otherwise transfer any or all of its rights arising out of these Terms of Service without having to obtain your consent and will notify you of any such assignment or transfer.

Acceptable use of the Little Birdy Platform and its features

Access and use of the Little Birdy Platform is intended solely for your own personal and non-commercial use. Your use of the Little Birdy Platform is at your own risk.

In using the Little Birdy Platform you must not:

- a violate any applicable laws;
- b impersonate any person;
- c post any material or content that:
 - i infringes the intellectual property rights of any third party;
 - ii you do not have the right to post;
 - iii is unlawful, harmful, threatening, abusive, misleading, invasive of another's privacy, harassing, defamatory, obscene or otherwise objectionable to any other person or entity; or
 - iv contains any unsanctioned advertising, promotional materials, or any other forms of unsanctioned solicitation, including without limitation junk mail, spam, chain letters or any unsolicited mass distribution of email;
- d distribute viruses, malware, spyware, corrupted files or any other similar software or programs that may damage the operation of any computer hardware or software;
- e collect or store personal data about other users of the Little Birdy Platform;
- f engage in any other conduct that inhibits any other person from using or enjoying the Little Birdy Platform.
- g conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Little Birdy Platform.

You may not use any device, software or routine intended to damage or interfere with the proper working of the Little Birdy Platform, or to surreptitiously intercept or sequester any system, data, images or other multimedia elements or personal information from the Little Birdy Platform, and you may not take any action which imposes any unreasonable or disproportionately large load on our infrastructure.

Content

All content that is posted on the Little Birdy Platform may be made publicly available online. As such, by uploading content onto the Little Birdy Platform you acknowledge that all of this content may be made publicly available. You grant to Little Birdy Network a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Little Birdy Network the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be capable of giving rise to legal action whether against you or Little Birdy Network or a third party (in each case under any applicable law). You warrant that all user content is owned by you when uploaded or posted to the Little Birdy Platform and that your uploading or posting of the user content and the licensing or provision of that user content to us (including us exercising the rights granted to us) does not and will not infringe the rights of any third party, including the infringement of any third party's intellectual property rights or rights of confidentiality or privacy.

You agree to pay any royalties, fees, or other monies owing to any person as a result of you uploading or posting user content on the Little Birdy Platform or you licensing or providing that user content to us.

You must not upload or submit any user content to the Little Birdy Platform that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint. Little Birdy Network may, in its discretion, and without any liability to you or any third party:

- a remove any or all user content;
- b block a user's access to the Little Birdy Platform;
- c cancel or suspend any user account;
- d edit or remove any content that it considers illegal, offensive or otherwise inappropriate in any way;
- e disclose any content and user account details to appropriate government officials, law enforcement authorities or a third party, as Little Birdy Network believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms of Service (including but not limited to Little Birdy Network's right to cooperate with any legal process relating to your use of the Little Birdy Platform, and/or a third-party claim that your use of the Little Birdy Platform is unlawful and/or infringes such third party's rights).

Notwithstanding Little Birdy Network's rights under these terms and conditions, Little Birdy Network does not undertake to monitor or moderate the submission of content to, or the publication of content on, the Little Birdy Platform.

Age of users

The Little Birdy Platform is not intended for children under the age of 18. By using the Little Birdy Platform and agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age.

If you become aware that a user is under the age of 18 and has supplied Little Birdy with false information in order to create an account please notify us at notices@littlebirdynetwork.com and we will begin the process of investigating the claim. If the user is found to be under the age of 18 their account may be terminated along with any user content.

Third party links and websites

The Little Birdy Platform may contain links or portals to third party websites not under our control or operation. Any such links are provided only as a convenience and do not imply our endorsement or responsibility for the contents of any such linked site. Use of any such third-party content provided via the Little Birdy Platform may also be conditional upon agreement to such third party's terms and conditions.

The Little Birdy Platform simply facilitates for your interaction with such third parties, and Little Birdy is not responsible for any issues and/or disputes between you and such third parties. You acknowledge and agree that Little Birdy is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such third party web sites or content.

Little Birdy Network and its related bodies corporate and their respective officers, employees, agents, contractors, licensors and suppliers do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, web sites or content, or for any other materials, products, or services of third parties.

Ownership

All intellectual property rights included in or associated with the Little Birdy Platform, including but not limited to patents, copyrights, trademarks and service marks, are owned or licensed by us, and all right, title and interest in and to the Little Birdy Platform and the associated intellectual property is ours.

You are not authorised to copy, distribute, re-publish, upload, post, modify, reverse engineer or transmit any intellectual property except as specifically authorised by Little Birdy Network in writing. You are not authorised to remove copyright, trademark or other intellectual property or proprietary notice or legend contained on the Little Birdy Platform.

Any Little Birdy mobile applications which may be made available for you to download is licensed, not sold, to you. You are granted a limited, non-transferable, non-exclusive licence to download, install, use and run for personal, non-commercial use one copy of each Little Birdy mobile application on each mobile device which you own or control, and which is able to run the Little Birdy mobile application.

Termination

Little Birdy Network have the right to terminate your use of the Little Birdy Platform, your user account and any membership privileges, and any licence granted in relation to any of the foregoing, at any time for any reason, including, but not limited to, your breach of the Terms of Service. Following any such termination, we shall have no further obligations, responsibilities or liabilities to you.

Notwithstanding anything to the contrary contained herein, in the event that Little Birdy terminates your use rights contained herein, Little Birdy shall in no way be precluded from pursuing any and all of its rights and remedies, either at law or in equity, for any claims, damages, awards, costs and liabilities occasioned by your breach of the Terms of Service.

Indemnification

You agree to indemnify, defend and hold harmless Little Birdy Network and its related bodies corporate, and each of their respective officers, employees, agents, contractors, licensors and suppliers, from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including legal fees on a lawyer-client basis), resulting from your use of the Little Birdy Platform, or your breach of any provision of the Terms of Service herein.

Warranty

The Little Birdy Platform is provided "as is" without any representations or warranties, express or implied. Little Birdy Network excludes all representations and warranties to the full extent permissible under applicable law. Little Birdy Network makes no representations or warranties in relation to the Little Birdy Platform or the content, information and materials stored within the Little Birdy Platform.

Little Birdy Network does not warrant that the Little Birdy Platform will be constantly available or available at all. Little Birdy Network does not warrant that the content on the Little Birdy Platform is complete, true, accurate, non-misleading, non-infringing, legal or decent. You use the Little Birdy Platform at your risk. You must evaluate and bear all risks associated with the use of any material or content, including reliance on the accuracy, completeness or usefulness of any material or content. Little Birdy does not guarantee that your requirements will be met or that any content will be uninterrupted, error free or that the Little Birdy Platform or the servers that operate or host any part of the Little Birdy Platform are free of viruses or other harmful components. Little Birdy Network assumes no liability or responsibility for any:

- a errors, mistakes, or inaccuracies of content,
- b personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Little Birdy Platform,
- c unauthorised access to or use of Little Birdy Network servers and/or any and all personal information and/or financial information stored therein,
- d interruption or cessation of transmission to or from the Little Birdy Platform,
- e bugs, viruses, trojan horses, or the like which may be transmitted to or through the Little Birdy Platform, and/or
- f errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content transmitted, posted, emailed, or otherwise made available via the Little Birdy Platform.

Little Birdy Network does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered through or in conjunction with the Little Birdy Platform, and Little Birdy Network will not be a party to or in any way be responsible for monitoring any transaction between you and Merchants providing products or services.

Limitation of liability

Certain rights and remedies may be available under the Competition and Consumer Act 2010 (Cth) or similar legislation of other States or Territories and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, Little Birdy Network and its related entities exclude all conditions and warranties that may be implied by law. To the extent permitted by law, our liability for breach of any implied warranty or condition that cannot be excluded is restricted, at our option to:

- a the re-supply of services or payment of the cost of re-supply of services; or
- b the replacement or repair of goods or payment of the cost of replacement or repair.

Little Birdy Network and its related bodies corporate, and their respective officers, employees, agents, contractors, licensors and suppliers, will not otherwise be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings, reputational damage, or any other similar or analogous loss or damage arising out of or relating to your access to, or use of, or inability to use, the Little Birdy Platform or any content, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not we knew or should have known of the possibility of such damage.

Without limiting the above, in no event shall Little Birdy Network or its related bodies corporate or their respective officers, employees, agents, contractors, licensors or suppliers, be liable to you for any loss or damage whatsoever resulting from any:

- a errors, mistakes, or inaccuracies of content,
- b personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Little Birdy Platform,
- c unauthorised access to or use of our servers and/or any and all personal information and/or financial information stored therein,
- d interruption or cessation of service or transmission to or from the Little Birdy Platform,
- e bugs, viruses, trojan horses, malware, spyware, or the like, which may be transmitted to, from or through the Little Birdy Platform,
- f errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content transmitted, posted, emailed, or otherwise made available via the Little Birdy Platform, whether based on warranty, contract, tort, or any other legal theory.

Privacy policy

These Terms of Service are subject to Little Birdy's Privacy Policy at <http://www.littlebirdynetwork.com/privacy>.

You agree to provide accurate and complete information when you register with, and as you use, the Little Birdy Platform (unless you do so as a visitor) and you agree to update such information to keep it accurate and complete. You agree that Little Birdy may store and use any information you provide for use in maintaining and administering your user account.

By using the Little Birdy Platform, you agree that we may collect and use your personal information in accordance with our Privacy Policy. In addition, you agree any personal information we collect may be transferred to Little Birdy Network's related body corporates or to any related entities or partners.

Purchase of goods and services

Any products or services you purchase in connection with the Little Birdy Platform are not purchased from Little Birdy Network, rather they are purchased from the Merchant. Little Birdy Network's role is as a marketing or sales agent or media platform for the Merchant, who is promoting their business through the Little Birdy Platform. You acknowledge that the Merchant is the seller of the products and services and is solely responsible for the provision of any goods, services or benefits which you believe you are entitled to.

Jurisdiction and agreement

These Terms of Service are governed by the laws of South Australia, Australia and you irrevocably submit to the exclusive jurisdiction of the courts of South Australia, Australia. These Terms of Service constitute the entire agreement between Little Birdy Network and you in relation to the use of the Little Birdy Platform and supersede all other (prior or contemporaneous) communications or displays whether electronic, oral or written, between us and you in relation to the Little Birdy Platform.

Your use of the Little Birdy Platform is conducted electronically and you agree that we may communicate with you electronically for all aspects of your use, including sending you electronic notices. The provisions of these terms and conditions which by their nature survive termination or expiry of these terms and conditions will survive cancellation of your registration or termination or expiry of these terms and conditions.

If any part of these Terms of Service are held to be unenforceable, the unenforceable section is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.