

Standard Platform Terms and Conditions for My Community Platform (My Community Directory, My Community Diary, the Community Information Exchange), Associated Websites and Mobile Applications

Updates to the Standard Terms and Conditions <https://www.mycommunitydirectory.com.au/Resources/Privacy> (v25.1) are effective from 29 October 2025.
For more details, visit the [Help Centre](#) or contact us at 1300 762 515 or email support@mycommunitydirectory.com.au.

Summary of the Standard Terms & Conditions

We have developed standard terms across all agreements to meet our vision of high-quality transparent data sharing.

Standard Terms and Conditions survive Membership Periods and remain in force.

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Standard Term 1 - Confidentiality (Standard Term)

Any business-related Information, data or application systems, code and documentation disclosed or provided by the Platform Provider:

- must not, without prior written consent from the Platform Provider, be disclosed to any person;
- must not be used for any purpose other than that for which it was provided;
- must, on the written request of the Platform Provider, be returned or destroyed, including physical and digital formats.

Confidential Information means, in relation to a party, the information, forms, records, processes, statements, drawings, software, source code and data of that party and copies of extracts of or made from that information and data concerning:

- The know-how, trade secrets, technical processes, information relating to products, finances, contractual arrangements of that party with stakeholders, contractors and employees of stakeholders, customers, contractors and employees of customers or suppliers and other information which by its nature, or by the circumstances of its disclosure to the holder of the information, is or could reasonably be regarded as confidential.

- The records, organisation, finance, facts, and information pertaining to a party or to customers thereof, markets, suppliers, intellectual property and know-how of the party and of a related corporation or Associate (as defined under the Corporations Act) of a Party; and
- The information, operations and transactions of a party concerning the business of the party which is not in the public domain (except by failure of a party to perform and observe its covenants and obligations under this Provider Licence Agreement).

Standard Term 2 - Use of Data and Attribution (Standard Term)

Members can download Data in different formats about Services within their operational Core Business. Data and Information is Password protected and accessed for use under the Information, which includes Privacy Principles. Access to Information is restricted by geographical location and Service category constraints. Some Information may only be downloaded by certain classes of Platform Members, such as Councils (e.g. the details of Organisational contacts).

- Information cannot be republished publicly without express written permission from the Platform Administrators.
- If Information is used in any other system, the Information must be attributed to the Platform Administrators or the source. Standard attributions include “collected and collated by My Community Directory”, “Information collected by My Community Diary”, or “Information sourced from My Community Directory”, or “Information from the Community Information Exchange” if no other attribution is required.
- Attribution Obligations survive the Membership Term and remain in force.
- Promotion of other directories, including an alternative council directory, is prohibited. If the email platform or download is used for this purpose, the download and/or communication feature will be removed until the end of the membership period.
- Any Data Attribution requirements must be outlined in a Membership Proposal
- Data attribution display is at the discretion of the Platform Administrator.

Standard Term 3 - Data Provision & Requirements (Standard Term)

By providing third-party data, the Member or Third-Party Data Provider warrants they:

- have assessed whether the Information is appropriate for shared access by Members and the public;
- have the approval to share the Information (or will seek approval using the process outlined in Data Platform Data Transfer Process).
- provide an irrevocable, perpetual license to the Data provided.
- Once data has been provided, The Platform Administrator and Platform Provider become Custodians of data as Custodians of the Community Information Exchange.
- The Platform Provider and the Member or Data Provider commit to making every reasonable effort to keep the Information as accurate as possible and to correct any misleading or incorrect information once they become aware of an error.
- Ongoing access to Data requires ongoing Membership.
- Data will remain part of the Community Information Exchange even if Membership ends or is terminated. Data use requirements survive beyond the agreement.
- If the Membership ends or is terminated, the Member retains the right to use the Information initially provided for internal use only, including any updates or corrections that have been applied since; however, Data Attribution requirements apply.
- It is the responsibility of the Member to access the Data before ending Membership or Membership termination.

1. Standard Term 4 - Disagreement or Conflicts (Standard Term)

If a dispute arises between the parties to this agreement, the aggrieved party must attempt to resolve it directly and reasonably with the other party. Failing this, the aggrieved must deliver by email to the respective Chair of the Board:

- Within 14 days after service of a notice of dispute, the parties shall confer at least once to attempt to resolve the dispute. At any such conference, each party shall be represented by a person having the authority to agree to a resolution of the conflict.
- If the dispute cannot be resolved within 14 days of the conference, or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute, the parties must refer the dispute for mediation by the Australian Commercial Dispute Centre Limited (ACDC), to be conducted by the Mediation Rules of the ACDC. Mediation must occur within the Brisbane region unless both parties consent to a different location. The Party will pay 50% of the costs of mediation. That Party must pay for any additional legal fees incurred by a Party and will not be the responsibility of the other Party.
- If the dispute is not resolved within 14 days of the mediation, either party may commence proceedings in a court of competent jurisdiction.
- The dispute resolution clauses of this agreement do not prevent either party from applying to the relevant court for urgent injunctive relief.

Standard Term 5 - Intellectual Property (Standard Term)

Entering Information in the Platform automatically gives permission to the Platform Administrator and Platform Providers to use it royalty-free, and to edit, reproduce/adapt, and publish it, making it available to the public.

- The Platform Administrator owns, or is the licensee to, all rights, title, and interests in the Platform. This includes ideas, equipment, processes or systems to carrying out the Services are retained by the Platform Administrator. The Platform Administrator grants the Member an irrevocable license to use such intellectual property rights for any purpose for which the Platform was provided for the Membership Period.
- Applications cannot be modified, adapted, or translated, derivative work cannot be prepared from, decompiled, reverse-engineered, disassembled, or other attempts made to derive source code from any Application. Any copyright notice, trademarks, or other proprietary rights notices affixed to, contained within or accessed in conjunction with or by any Application may not be removed or obscured.
- When the Provider Administrator does not own Intellectual Property Rights in the Platform, the Administrator must ensure that the Member is licenced to use the Intellectual Property.
- New Intellectual Property created during a project is jointly owned by the Member and the Platform; the Platform Administrator and or Platform Providers may reuse this IP without any form of royalty, attribution or to the shared owner.
- This clause survives the termination or expiration of the agreement, membership, contract, or service period.

Standard Term 6 - Data/Information Access (Standard Term)

The Platform contains Open, Restricted and Closed Data and Open, Restricted and Closed Information.

- *Open Data/Information* has been republished, commonly supplied and managed by Federal, State/Territory and Local governments and other sources.
- *Shared Information* is provided by and maintained by Platform Members as a shared responsibility.

- *Restricted Data/Information* is supplied and managed by a Data Provider and may be subject to restricted use conditions. Where restrictions cannot be automatically applied by the Platform, a notification about its use is binding.
- *Closed Data/Information* is either Information generated by Users (or about Users) or a Dataset that has been provided for a special purpose and cannot be shared.

Standard Term 7 - Data/Information Ownership & Responsibility (Standard Term)

Shared data is based on the principle that Data/Information about an individual or entity is owned by that entity. The Platform gives Members control of their Information and the information of individuals and organisations linked to them. Listings can be added, changed and deleted by Members.

- If changes are made by a Member linked to another member and there is a dispute, the Member whose information is being edited will be able to control the final edit. Members are responsible for any changes made to Information, suggested edits accepted by the public and changes made by other Platform Members, Platform Administrators, Partners and Platform Providers. Members will automatically be notified by email when changes are made by anyone outside of their Organisation to information that is published in a Platform Directory.
- **Data/Information Quality:** The collection and management of Data/Information is a shared responsibility. Automated Systems, Platform Members, Platform Administrators and Platform Providers may make changes to Listings to ensure currency and accuracy. Membership to the Platform requires a commitment from Members to maintain their Listings, update incorrect Information in other Listings, or notify the Platform Provider when they are unable to do so.

2. Data/Information Security (Standard Term)

Data/Information is kept secure, with access provided to those who need it. As a reference Resource, the Membership type defines the level of access to Information.

Data/Information Sharing:

Members may share information using the platform as a tool. Sharing of Data/Information without appropriate Membership is considered Unacceptable and, in some cases, Unlawful and the Member will be responsible for their actions.

3. Definitions

Standard Terms and Conditions

The terms and conditions are used across all MoUs, Partnerships and Agreements by Community Information Support Services, which includes (but is not limited to) the

- My Community Directory, Platform,
- Platform,
- The Community Information Exchange,
- Service Linker
- And other associated products.

Except to the extent expressly provided otherwise, the following terms apply:

Account means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts.

Agreement means any agreement signed on behalf of Community Information Support Services or its providers. This includes any Schedules and any amendments.

Add On means a feature that Members can purchase but not included as a standard

membership feature.

Administrator means the group of people who manage and maintain:

- the currency of data in,
- the performance, monitoring and operations of, and
- the development of the platform.

The Administrator is Community Information Support Services Ltd.

Annual Anniversary Date refers to the same calendar date each year that marks the beginning of an agreement, membership, contract, or service period.

API means (Application Programming Interface) is a set of rules and tools that allow different software programs to communicate with each other.

Australian Capital Territory Community Directory means The Canberra region data in the platform managed by the ACT Platform Provider: Volunteering and Contact ACT.

Basic Features limited features viewable on the Platform.

Basic Membership is the membership afforded to all health and community organisations on completion of the basic registration process on the Platform and enables those members to list and manage their organisational information on the Platform.

Brand means the domains and symbols outlined in business documents with any and all symbols and/or designs that are easily identifiable as belonging to the Platform brands which assist with identification of the Platform and distinguish it from other products and services.

Business Day means any weekday other than a bank or public holiday in Australia.

Business Hours means the hours of 09:00 to 17:00 on a Business Day.

Charges means the following amounts:

- the amounts specified in Schedules, MoUs
- such amounts as may be agreed in writing by the parties from time to time; and
- charges calculated by multiplying the Provider's standard time-based charging rates as agreed in writing.

Content means all information, including but not limited to data, text, images and multimedia, that is displayed in a listing on the site or directory.

Collective Content means Member Content and Platform Content or third-party content.

Compliance means the act of responding favourably to a request to comply with membership Terms and Conditions.

Cookies means a small data files that we transfer to your computer's hard disk for record-keeping purposes. We use cookies for two purposes. First, we utilise persistent cookies to save your login information for future logins to the Site and Application. Second, we utilise session ID cookies to enable certain features of the Site and Application, to understand better how you interact with the Site and Application and to monitor aggregate usage by the Platform Users and

web traffic routing on the Site and Application. Unlike persistent cookies, session cookies are deleted from your computer when you log off from the Site, Application and Service and then close your browser.

Contractor means a contracted service provider operating an independent business.

Core business means the main area upon which any entity operates; the main activity an entity takes part in.

Council means local area government.

Community means the group of people within a specific region.

Data means distinct pieces of information, usually formatted in a special way. Data can exist in various forms - as numbers or text on pieces of paper, bits and bytes stored in electronic memory, or as facts stored in a person's mind.

Data Quality Issues means potential problems with the data collected. These problems can include missing data, incorrect data, incomplete or truncated data and out-of-date data.

Primary Source System means the information system used and identified as the primary source of the data being captured/reported. It is usually the first system that the data is captured in before it flows to other downstream systems or is re-entered in other secondary systems.

Data Provider means an organisation or individual or any other entity which supplies and manages a dataset about a related set of listings held in the Directory.

Data Resource means data in a format that can be used for other purposes.

Data View means visual access to the information contained in the Directory.

Diary means the Data displayed and managed by the platform.

Directory means the Data displayed and managed by the Platform.

Effective Date means [the date of execution of this Agreement].

Force Majeure means an event or a series of related events that is outside the reasonable control of the party affected (including [failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, viruses or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars]).

Editorial Discretion means the power to make decisions, a decision without consultation.

Entity means community organisation, group, service, business, council or government department.

Excluded IP means any routines, methodologies, processes, libraries, tools or technologies created, adapted or used by the Licensor in its business generally that are not specifically related to the Platform, including all associated intellectual property rights.

Exclusive, non-transferable access means access for your organisation's legal users only, with possible limitations on the maximum number of users.

Event Participant means a person who requests an event booking via the Platform and attends an event.

Event Host means a person who organised an event and creates a listing on The Platform.

Free means that no charges are levied at the point of delivery of the service

Functionality means a process that allows a user to perform a certain task.

GST – has the meaning given to it in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999(Cth)*.

Intellectual Property Rights means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" have copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs).

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law present or future, and whether state, federal or otherwise and includes the common law in equity.

Licence Fee Invoice means a valid Tax Invoice for Licence Fees.

Listing means a Service listed on the Platform that is either free or incurs Charges.

Listing Criteria as defined by the Terms and conditions.

Limited Refund Scheme for My Community Membership allows partial or full refunds only under specific conditions such as early cancellation, duplicate payments, or organisational hardship. Refunds are not available once member-only benefits have been accessed or if cancellation occurs outside the defined grace period without exceptional circumstances.

Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type or the webpage you were visiting before you came to the Site and Application, pages of our Site and Application that you visit, the time spent on those pages, the information you search for on our Site and Application, access times and dates, and other statistics.

Maintenance Services means the general maintenance of the Platform and Hosted Services and the application of Updates and Upgrades.

Mobile App means the mobile application that is made available by the Provider through the *Google Play Store* and the *Apple App Store*.

Maximum Members means the total number of members within a membership with access rights.

Member means the entity with the right to access information on the platform or a community

organisation that has listed organisation data.

Member Account is the account for Members issued as part of the membership.

Member Confidential Information means:

- any information disclosed by or on behalf of the Customer to the Provider during the Term OR at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
- was marked or described as "confidential"; or
- should have been reasonably understood by the Provider to be confidential; and
- the Customer Data.

Member Data means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer.

Member Communication means any information sent to a member by the Platform, Community Information Support Services Ltd or on our partners' behalf.

Membership means access under the Terms and Conditions of the Platform that has not expired at the time of requesting service.

Membership Cancellation means an action carried out by you when you no longer wish to access The Platform.

Membership Fees means all fees received by the Licensee in respect of Paid Listing Access, utilising the cash method of accounting.

Membership Level means the access rights which may incur Charges.

Membership Suspension means an action carried out by us where a listing or all listings are not viewable by the public – generally because of reports of inappropriate or offensive content.

Membership Termination refers to the action taken by us in response to a breach of these Terms and Conditions.

Network Membership is a paid upgrade from Team Membership which provides additional access to the Platform over and above the Team Membership level including the ability to customise branded lists, link services, produce printed directories, write comments and create favourites.

New South Wales (NSW) Community Directory means The NSW data in the platform managed by the NSW Platform Provider listed in the Terms and Conditions.

Non-commercial Activity means an activity that does not result in an economic gain by the organiser of the activity.

Northern Territory (NT) Community Directory means the NT data in the platform managed by the NSW Platform Provider listed in the Terms and Conditions.

Organisation/s means an unincorporated/incorporated association, club, Non-Government

Organisation or Government (local, state or federal) organisation that lists a community service.

Obligations means what is expected of you.

Our, We, Us means The Provider, Community Information Support Services Ltd or My Community Directory Pty Ltd ABN 18 136 511 512. My Community Directory is the owner and operator of the Platform.

Paid Listing Access means access to the Platform for which payment is required and includes Network Membership, Team Membership and Add-ons.

Password protected means a function that requires a member to enter their password to access data.

Partner means the arrangement that describes the relationship between The Administrator (CISS) and a Platform Provider to work together to enhance the delivery and reach of the platform.

Permitted Purpose means an agreed upon activity.

Personal Data has the meaning given to it in Privacy Act 1988 (Cth).

Platform means the System and associated sub-systems and represents the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed.

Platform Provider, Regional Platform Provider means the providers of the system with responsibilities for the geographic region(s) you operate in, individually or collectively.

Platform Investor means any entity or individual who invests money in the platform's enhancements.

Population means the number of people living in a council or other area defined by the Australia Bureau of Statistics (this may include population projections).

Provider means the organisation or entity which delivers the service of the platform. The Provider has a geographical reach of service delivery to platform members.

Queensland (QLD) Community Directory is the QLD data in the platform managed by the QLD Platform Provider listed in the Terms and Conditions.

Reciprocal means the Member may receive the entitlements that other Clubs/Associations normally provide to their members. Entitlements will vary from product to product.

Records means originals and copies, in machine-readable or printed form, or in the form of computer software or data stored on computer storage devices (including solid-state storage devices, such as USB memory disks, optical storage devices, such as CD, DVD and Blue-ray discs and magnetic storage devices, such as hard disk drives and solid-state drives), of all material used in connection with a party.

Resource means a useful tool.

Regulator means the eSafety Commissioner, Australian Communication and Media Authority

(ACMA) or any other government or independent statutory office or authority.

Schedule means any schedule attached to an Agreement, MoU or Terms of and Conditions.

Service/s means any services that the Provider provides to the Member or User, or must provide to the Customer, under this Agreement.

Spam Act means the Spam ACT 2003 (Cth).

Support Services means support about the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services.

Supported Web Browser means [the current release from time to time of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari] [or any other web browser that the Provider agrees in writing shall be supported].

SNS means Social Networking Site (including, but not limited to, Facebook and LinkedIn).

South Australia (SA) Community Directory means the SA data in the platform managed by the SA Platform Provider listed in the Terms and Conditions.

Tasmania (TAS) Community Directory means the TAS data in the platform managed by the TAS Platform Provider listed in the Terms and Conditions.

Third Party means a person who is not a Member or a party to this Provider Licence Agreement.

Third-Party Account means an account you establish through a third party and is bound by the Terms & Conditions of that party: Facebook, Google etc..

Third-Party Source means another website or data source that provides information about local events.

Terms & Conditions means the terms and conditions for the Platform which can be found online at [https://www.mycommunitydirectory.com.au/Resources/Terms and Conditions](https://www.mycommunitydirectory.com.au/Resources/Terms_and_Conditions).

Term means the term of this Agreement or MoU.

Trademark means legally registered symbol, word, phrase, logo, or combination thereof that identifies and distinguishes the source of goods or services of one party from those of others. It helps consumers recognize and choose products or services based on reputation and quality.

Update means a hotfix, patch or minor version update to any Platform software.

Upgrade means a major version upgrade of any Platform software.

User means any person who interacts with the website.

Victoria (VIC) Community Directory means the VIC data in the platform managed by the VIC Platform Provider listed in the Terms and Conditions.

Western Australia Community Directory means the WA data in the platform managed by the WA Platform Provider listed in the Terms and Conditions.

Web Beacons are electronic images known as Web beacons (sometimes called single-pixel gifs). They are used along with cookies to compile aggregated statistics to analyse how our Site and Application are used and may be used in some of our emails to let us know which emails and links have been opened by recipients. This allows us to gauge the effectiveness of our customer communications and marketing campaigns.

You, your means the Member.