

Summary of updates to the Platform Terms and Conditions

V22 - effective from 1 May 2020

Removal of Standard Terms from Platform Terms and Conditions and reference to Standard Terms and Conditions

3.1 Confidentiality

To be Standard Clause 1

4.1 Use of Data and Data Attribution (Standard Clause)

To be Standard Clause 3

4.2 Data Provision & Requirements (Standard Term)

To be Standard Clause 4

4.5 Member Disputes (renamed to Disagreement or Conflicts) (Standard Clause)

To be Standard Clause 5

6.3 Intellectual Property (Standard Clause)

To be Standard Clause 2

V21 - effective from 1 October 2019

Additional point for Clarity

6.3

- 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.

V20 – Effective 1 September 2018

Additional text for clarity

4.1

- 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.

V19 - effective from 1 February 2018

General

Changes have been made to the order of the Terms & Conditions to make it easier to follow. A Table of Contents was added to help navigate through the Terms & Conditions. No significant changes to the content of the Terms & Conditions that alter the meaning were made.

Updated “websites” to “The Platform” for consistency and to mean our Standard Definition

Updated “Platform Providers and Us” to “Platform Administrators and Platform Providers” for consistency and to mean our Standard Definition

Mobile applications

Added Applications to extend the terms to include Mobile Applications

Added specific Terms & Conditions for Mobile Application use.

Fair Use Policy

Added Platform Fair Use Policy

The Platform Fair Use Policy applies to all Users and Membership Types to the Platform as associated Products and applies from 1 February 2018.

The Platform Fair Use Policy outlines unreasonable use and unacceptable use of the Platform. The Platform Standard Terms and their meanings apply to the Platform Fair Use Policy. Unlawful use of data or the Platform is defined in the Platform Terms and Conditions.

Use of Standard Terms

Section 4

Updated “from core community business” to “Core Business” reflect to our Standard Definition

Updated “the scope of activities conducted” to “Core Business” to reflect our Standard Definition

Section 5

Change from “may be” to “will” automatically added to the mailing lists

Removed the words “Member and Council Communication” for clarity.

Section 5.1

For Clarity, added Database Administrator and removed Us added Newswire

Added

Depending on the Membership Level some members are able to send messages to our members and must use the communicate tool to manage opt out or

Deleted if a Council and replaced with if a Member

Deleted 5.2 Council Communication

Councils may communicate with community organisations within their region. The Platform Providers and Us actively encourage Councils to use community broadcasts to communicate with members. Delivered (and undeliverable) messages are recorded as part of our data quality system.

Removed the words You/ Your and replaced with the Member.

5.3 Emergency Messages (now 2.6.3)

Deleted Council and replaced with Member

This change means that messages could be sent by any authorised body.

Added a point to 2.9.1 Payment Methods and Terms to provide clarity

- All Membership Fees are outlined and payable and subject to the Terms & Conditions outlined online or in a Membership Proposal and/or Condition of Offer that form part of the Contract.

New Standard Definitions

Associated Websites means Websites that use the Community Information Exchange

Community Information Exchange means the database that holds the information see www.communityinformationexchange.com.au

Mobile Device Provider refers to the technology company responsible for developing the mobile device on which the application is used (e.g. Microsoft, Apple and Google).

Individual Information is information voluntarily submitted by individual members of the public that may be used to identify the individual (e.g. name, email address, phone number).

V18 2017 - effective from 1 February 2017

General

Updated websites to the Platforms for consistency.

Use of Standard Terms

Updated Section 4 from core community business to Core Business to our Standard Definition

Added references to the [Community Information Exchange](#)

My Community Directory has data from many different sources. Some information is provided by partners and it is restricted by its use.

Updated link - Data Sets

<https://www.mycommunitydirectory.com.au/data>

Added Platform Administrator

2. Platform Providers & Data Base Administrator

Australia & New Zealand	Community Information Support Services Ltd. ABN 30 143 384 043 PO Box 222, Fortitude Valley QLD 4006 info@communityinfo.org.au
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8.1 Fees and Membership

Added 8.1 to reflect current agreements and requirements

- Fees are non-refundable unless they are paid more than 12 months in advance.

8.2 Community Organisation Membership

Updated 8.2 to reflect current practice

- Removal of 6-month period as this no longer applies

12. Surviving Terms, rights and Governing Law

Updated heading 12 for clarity

- Any legal action must be submitted in the jurisdiction of the courts of Platform Administrator listed in 2.

22. Definitions

Updated Link

- <http://www.communityinfo.org.au/standard-terms.html>

V17 2016 - effective from 1 September 2016

All Pages

Additional clarification and removal of duplicated clauses

Addition of Summary of Terms and Conditions

Added to provide overview requested by members

V16 2015 - effective from 9 October 2015

All Pages

The Terms & Conditions have been significantly restructured to clarify existing clauses and terminology. Excluding the following listed changes, the restructuring of the document should not materially impact your rights and responsibilities.

The concept of the Platform Provider has been introduced as a result of the partnership with Volunteering and Contact ACT to provide My Community Directory to the Canberra region.

Clarification has been added in relation to the collection of usage information from the General Public and Members.

Added references to Open Data and Restricted Data.

Added references to Community Resources.

The descriptions of free and paid access to the platform has been significantly altered.

Modified the expectations of Members to ensure they comply with government regulations and common principles of fair and honest behaviour.

V15 2015 - effective from 20 July 2015

Page 6

Added information for clarity.

My Community Directory has data from many different sources. Some information is provided by partners and it is restricted by its use.

Updated link - Data Sets

<https://www.mycommunitydirectory.com.au/data>

Page 7 - Editorial Discretion

Added information for clarity.

We (the provider) reserve the right to exercise broad editorial discretion in determining the content of a listing.

Page 8

Updated Links

[Community Organisational Membership](https://www.mycommunitydirectory.com.au/CommunityOrganisationMembership)

<https://www.mycommunitydirectory.com.au/CommunityOrganisationMembership>

[Council Membership](https://www.mycommunitydirectory.com.au/CouncilMembership)

<https://www.mycommunitydirectory.com.au/CouncilMembership>

Government Membership

<https://www.mycommunitydirectory.com.au/StateAndFederalGovernmentMembership>

Education (Schools) Membership

<https://www.mycommunitydirectory.com.au/SchoolMemberships>

New Membership Level added

Elected Representative Membership

<https://www.mycommunitydirectory.com.au/electedrepresentative>

Added information for clarity.

Specific propose directories can be produced in partnership with the provider.

Page 9

Added examples for clarity.

Removed words for clarity

“and their volunteers”

Page 11

Updated link

My Community Directory Data Protocol to Community Data Quality Framework with link

<https://www.mycommunitydirectory.com.au/Partners>

Page 12

Pp 12

Added information for clarity.

Information downloaded may not be provided to any organisation, individual or business or used, sold or licensed, reproduced, distributed in any electronic formatted that allows information to be copied electronically. This applies even if the download has been significantly altered.

If you would like a specific directory you must contact the provider in your state.

New Definitions

Platform: Refers to the My Community Directory System and associated sub-systems, which is owned by My Community Directory Pty Ltd.

Administrator: The group of people who manage and maintain:

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

The Website administrator is Community Information Support Services Ltd

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

Partner: Is an arrangement between The Administrator (CISS) and a provider to work together to enhance the delivery and reach of the platform.

Platform Investor: Any entity or individual who invests money in the enhancements of the platform.

V14 2015 - effective from 1 July 2015

Page 8 – Membership

Added information for clarity.

There will always be a Basic Membership – free to list and manage information for organisations listed.

Other membership levels can be accessed at

[Community Organisation Membership](#)

[Council Membership](#)

[Government Membership](#)

[Education Membership](#)

Page 8 – Membership

Added information for clarity.

Access to data

Members are able to purchase access to data in different formats as “add ons” to their membership.

This data is password protected and accessed for use under the Information Privacy Principles

Updated Terms

The term Membership under Access to data has been changed to “add on” for clarity.

Page 10 – Council Membership

Removal of Table

Membership level table has been removed

Page 10 – Government Membership

Removal of Table

Membership options table has been removed

Text updated

Removal of Queensland Government departmental names to generic terms.

Text added

Details about membership options are available by contacting the Membership Manager on 1300 762 515

Page 14 – Privacy

Text updated to reflect website content.

Page 21 Terms

New Terms

Add On – A feature that can be purchased by members but not included as a standard membership feature

The Provider – In Queensland, Western Australia and Northern Territory, Community Informant Support Services Ltd

Replaced My Community Directory when referring to an entity to The Provider and Us

V13 2015 - effective from 1 January 2015

Page 2 – About Us

Update of Information and changes in text.

Page 3 – From the Founder

Deleted section and added key information to the About Us section.

Page 11 - Third Party Products

Added information for clarity.

Information from My Community Directory may be shared with other websites and the development of common login processes have been developed so that when your information is updated in My Community Directory you will not need to update it with other sites that have agreed data sharing policies. As outlined in our Privacy Policy, You will be notified when your information is being shared.

A list of current partners can be found at www.mycommunitydirectory.com.au/partners

V12 2014 - effective from 10 June 2014

Page 2 – About Us

Update of Information and changes in text.

Page 18 - Payment of Membership fee and Application fee

The application fee is the minimum fee for setup. This fee is standard and details of the schedule can be accessed by contacting the CEO

Page 18 - Outstanding Membership fees

A reactivation fee of 25% applies.

V11 2013 - effective from 20 December 2013

Page 6 – Membership

Removal of Summary

Page 6 – Information in My Community Directory

Additional Information for clarity

Page 10 – Community Network Membership

Removal of service no longer offered.

- basic website customisation (with linked website as a fee for service)

Additional information for clarity

(Within the defined area)

Updated all membership references from Community Network Access to Community Network Membership

Page 12 – Community Network Membership

Updated information provided for clarity.

V10 2013 - effective from 1 October 2013

Page 6 – Membership

Removal of Cost

Added Links to the website so that membership details are kept on the website

Removal of Community Membership Community Network Membership and Councils, State and Local Government Membership Table and replaced with text

[Community Organisational Membership](#)

<http://www.mycommunitydirectory.com.au/CommunityOrganisationMembership.aspx>

[Council Membership](#)

<http://www.mycommunitydirectory.com.au/CouncilMembership.aspx>

[Government Membership](#)

<http://www.mycommunitydirectory.com.au/StateAndFederalGovernmentMembership.aspx>

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[Education \(Schools\) Membership](#)

<http://www.mycommunitydirectory.com.au/schoolmemberships.aspx>

Page 10,12,13 – Membership

Removal of Table 1 – Community Access Table

Removal of Table 2 – Council Access Table

Removal of Table 3 – Government Access Table

Replacement with online link and text

Details about Government Access can be found online at

[Community Organisational Membership](#)

Details about Government Access can be found online at

[Council Membership](#)

Details about Government Access can be found online at

Government Membership

Page 15 - Member Communication

Additional text for clarity

As part of your listing on My Community Directory you will automatically receive *Member Communication* - It helps us check data quality and allows us to keep our information up-to-date. As a member you cannot opt out of Member Communication.

Other Communication

As a member, as part of your agreement to join My Community Directory you will automatically added to My Community Directory and Council mainlining lists. You can add sub subscribe or unsubscribe through your member centre.

Page 14 - Using Information & Protection from Spam

Increases requirements from 500 members

Page 19 – 4. Data Quality

Increases requirements from 500 members

Page 19 - 5. Communication & News Platform

Additional point added for clarity

- Members cannot opt out of Emergency Messages sent by councils or state government – It is the member who sends the message that is required to comply with the provision in the Spam Act which requires that a message must contain accurate information about the person or organisation that authorised the sending of the message, and how to contact that person or organisation.

V9 2013 - effective from 1 July 2013

Membership Changes

Page 2 – About Us

Additional information to add clarity

Page 4 – Copyright information

Additional information to add clarity

Page 19 - 4. Data Quality

Addition information for clarity

- We Communicate with members regularly and use this information to assist in checking data quality.
- We do not guarantee that the Directory is error or fault free.
- We do not guarantee that the Directory will meet your requirements.

Page 19 - 5. Communication & News Platform

- My Community Directory reserves the right to develop a news platform to assist with Data Quality and all members will automatically receive these emails. The News may include commercial advertising
- My Community Directory actively encourages Councils to use Community Broadcast to communicate with our members. Delivered (and undeliverable) are recorded as part of our data quality system

Communication

- Members sending communication to more than 100 members directly downloaded are required to provide information about data quality to My Community Directory including emails that are undeliverable.

Page 20 Third party cookies

New Section

To support our journalism, we sometimes embed photos and video content from websites such as flickr and YouTube. Pages with this embedded content may present cookies from these websites. Similarly, when you use one of the share buttons on the website, a cookie may be set by the service you have chosen to share content through. The My Community Directory does not control the dissemination of these cookies and this tool will not block cookies from those websites. You should check the relevant third party website for more information about these.

V7/8 effective from 1 October 2012

Membership Changes

Page 3 – From the Founder

Removal of incorrect contact name and removal of incorrect email contact details

Page 8 – Data Quality

Additional information to add clarity

Data Quality

Data Quality is important to us. If information is incorrect we will use a range of methods to contact you and ask you to update your information. In some cases we will update the information or delete incorrect information from a members listing.

Where do we find information about you/your organisation?

My Community Directory uses a range of methods to check your information is up-to-date. By using My Community Directory you authorise us to verify your information with your website and or other online sources. My Community Directory uses ABN details, phone numbers and other unique details to verify listings. My Community Directory may search and add an ABN to your listing. It is the users responsibility to check that the information is correct within the listing.

Your information may be updated by Council / Community Partnership members or My Community Directory. We endeavour to contact the email address listed notifying of changes however no responsibility can be changed if the contact details for you are incorrect.

Page 13 – Removal of Additional Services - Councils

Additional Services are no longer available

Page 15 – Using Information & Protection from Spam

Addition of words to add clarity

“misuse and”

If a member sends communicates electronically to more than 100 contacts downloaded the member must allow other members to opt out further communication.

My Community Directory provides “General Broadcast Tools” including Community Broadcast to councils to manage compliance rules. Members are able to opt out of communication.

Emergency Messages

Community Alert Messages can be sent to all/selected members. Community Alert messages or messages sent through a different platform during an emergency or an emergency planning exercise will be sent even if the member has opted out of communication from a member.

Page 17 - 4. Data Quality

Addition information for clarity

1. Data Quality

- We Communicate with members regularly and use this information to assist in checking data quality.
- We do not guarantee that the Directory is error or fault free.
- We do not guarantee that the Directory will meet your requirements.

Communication & News Platform

- My Community Directory reserves the right to develop a news platform to assist with Data Quality and all members will automatically receive these emails. The News may include commercial advertising
- My Community Directory actively encourages Councils to use Community Boardcast to communicate with our members. Any emails that are not delivered are used to check data quality

Communication

- Members sending communication to more than 100 members directly downloaded are required to provide information about data quality to My Community Directory including emails that are undeliverable.

Page 21 Third party cookies

New Section

To support our journalism, we sometimes embed photos and video content from websites such as flickr and YouTube. Pages with this embedded content may present cookies from these websites. Similarly, when you use one of the share buttons on the website, a cookie may be set by the service you have chosen to share content through. The My Community Directory does not control the dissemination of these cookies and this tool will not block cookies from those websites. You should check the relevant third party website for more information about these.

Page 21 Terms

New Terms

Collective Content - Member Content and My Community Diary Content or third party content.

Event Participant - a Person who requests a booking of an Event via My Community Diary who attends an event.

Event Host - a person how organised an event and creates a Listing on My Community Directory

GST - Goods and services taxes (GST)

Listing - an Event Listed on My Community Diary that is either free or incurs a fee listed in My Community Diary

SNS - Social Networking Site (including, but not limited to, Facebook and linkedin);

Third Party Account - An account that you establish through a third party and is bound by the terms and conditions of that party. Facebook, Google etc

Third Party Source - Another website or data source that provides information about local events