

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

Updates to the [Terms & Conditions](#) (v21) and [Privacy Policy](#) are effective from 1 October 2019. For more details, visit the [Help Centre](#) or contact us by phone on 1300 762 515 or email support@mycommunitydirectory.com.au.

Contents

| | |
|-------------------------------------------------------------------|----|
| 1. Fair Use of the Platform | 3 |
| 2. Public Access to the Platform | 4 |
| 2.1. Public use of the Platform and Applications | 4 |
| 3. Members Access to the Platform | 5 |
| 3.1. Confidentiality (Standard Term) | 5 |
| 3.2. Basic Member Use - At no cost | 5 |
| 3.3. Member Access and Use of the Platform and Applications | 5 |
| 3.4. Upgraded Members Use - Fees Apply | 6 |
| 4.4. Use of Data in Publications, Tools and Resources | 8 |
| 4.5. Member Disputes (Standard Term) | 8 |
| 4.6. Membership Fees and Payment Terms | 8 |
| 4.7. Membership Termination | 10 |
| 4.8. Membership Suspension | 10 |
| 5. Platform Administration and Provision of the Platform | 10 |
| 5.1. Platform Provider | 10 |
| 5.2. Platform Administrator | 10 |
| 5.3. Editorial Discretion | 10 |
| 5.4. Provision of the Platform | 11 |
| 5.5. Platform Data Services | 11 |
| 5.6. Additional Conditions for Applications | 11 |
| 6. General Terms | 11 |
| 6.1. Surviving Terms, Rights and Governing Law | 12 |
| 6.2. Limitation of Liability | 12 |
| 6.3. Intellectual Property (Standard Term) | 12 |
| 6.4. Third Party Products | 13 |
| 6.4.1. Third Party Cookies | 13 |
| 6.5. Definitions | 13 |
| Compliments, Complaints and Feedback | 13 |

Summary of Platform Terms & Conditions

Our vision is to see a generation of better health and social outcomes across Australia by improved access to high quality community Information. Shared Information is based on important principles outlined below.

Data/Information Access: 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.

Data/Information Attribution: Information in the Platform must be attributed to its source. If Data/Information does not have a source and is collected by the Platform, My Community Directory, My Community Diary or the Community Information Exchange should be Attributed. The Platform has Data from many different sources which may also require attribution. Some Information is provided by partners and is restricted in its use. Data Sets <https://www.mycommunitydirectory.com.au/Resources/data>

Data/Information Ownership & Responsibility: Shared data is based on the principle that Data/Information generated by the Community is owned by the Community. The Platform gives Members control of their Information. Listings can be added, changed and deleted by Members. Members are responsible for any changes made to Information, suggested edits accepted from 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.

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.

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

Data/Information Sharing: Information may be shared by Members using the platform as the tool to share. Sharing of Data/Information without appropriate Membership is considered Unacceptable and in some cases Unlawful.

Lawful Behaviour: Data/Information may only be used in a lawful way, including abiding by copyright laws and the [Australian Privacy Principles](#). Data/Information Publically available is for personal use. Other Data/Information use is available for internal Core Businesses, unless otherwise agreed with the Platform Provider.

Terms of Use: The Platform may only be used in accordance with the Platform Terms & Conditions which may be amended at any time and posted on the Platform. Continued use of the site indicates acceptance of the Terms & Conditions, which should be regularly reviewed. Additional Terms & Conditions may be outlined in a Membership Proposal Document and Conditions of Offer.

Platform Terms & Conditions

These Platform Terms & Conditions apply wherever, whenever and however the Platform is accessed. The My Community Directory, My Community Diary websites and all associated facilities (including websites and mobile applications) are known collectively as the Platform

Use of the Platform indicates acceptance of the Platform Terms & Conditions, as they exist at that time. The Platform Administrators and Platform Providers reserve the right to change the Platform Terms & Conditions at any time. Changes become effective immediately upon publishing or posting or on the date specified. Changes to Platform Terms & Conditions are posted as a notice in the Members Centre. Continued use of the Platform indicates full acceptance of the revised Terms & Conditions. The Platform Terms & Conditions should be reviewed regularly.

1. Fair Use of the Platform

Without limitation to 2.2, Users and Members must engage in Fair Use of the Platform. Users must not engage in Unreasonable Use, Unacceptable Use and Illegal Use of the Platform as determined by the Platform Administrator or Platform Provider who, acting reasonably, may block access to the Platform, suspend Membership or terminate Membership to the Platform by a User

Fair use of the platform includes, but is not limited to:

- Use of the Platform in a way a reasonable person would consider to be normal use;
- Use of the Platform for the purpose it was designed and described on the Platform, in these Terms & Conditions and defined by Membership Type;
- Users and Members must comply with all relevant Local, State/Territory and Commonwealth laws and regulations and, where applicable, all national and international laws and regulations;
- Users must actively monitor the use of all Accounts and be fully responsible for all User access linked to their Account and for actions that take place during Use of the Platform. This includes accepting liability for all Information, Data, text, or other material under the Membership Account on the Platform (whether publicly viewed or Information available to Members);
- Users and Members must respect the rights of the Platform Administrator and Platform Providers, as well as the rights of other Members including, but not limited to, the Intellectual Property Rights of the Platform;
- Members must maintain the security of Passwords and/or identification;
- Members must ensure that the material posted or published to the Platform is accurate, complete, up to date and suitable;
- Members must accurately represent their Organisation and make all efforts not to misrepresent an affiliation with a particular Organisation's Listings or Services provided;
- Members must maintain ownership of any copyright or other legal rights held in the Content listed on the Platform.
-

1.1. Unreasonable Use of the Platform

Unreasonable use of the Platform includes (but is not limited to) using the Platform:

- in a way that a reasonable person would not consider to be normal use.
- to send unwanted messages or inaccurate Information.
- to register locations and services that the organisation does not operate to access Information for that region or for promotion purposes.
- to exploit other areas of the Platform.

1.2. Unacceptable use of the Platform

Unacceptable use includes (but is not limited to) use of the Platform:

- to supply another location or organisation with Information from the Platform without the express written permission of the Platform Administrator and/or Platform Provider;
- for business purposes without upgrading membership to the appropriate membership level;
- to access, or monitor unrelated people and services;
- to access work related private Information for personal use;
- In a way that affects the Platform by exploiting a misconfiguration in the system and or creating a security risk to the system, including storing passwords with the log in details.

1.3. Illegal Use of the Platform

- Using the Platform for commercial purposes, or to obtain Information that will create commercial customer lists for their Organisation or any other Organisation. Any commercial use requires prior written approval from the Platform Administrator;
- Using the Platform for illegal purposes such as encouraging conduct that would constitute a criminal offence;
- Listing telephone numbers that are listed on the Commonwealth Do-Not-Call Register;
- Listing material which violates any Intellectual Property Rights (including patents, trademarks, trade names, copyright rights, design rights or other rights of any person in any jurisdiction in the world);
- Listing defamatory, threatening, harassing, abusive, discriminatory, unlawful, obscene, offensive, profane, indecent or otherwise objectionable material of any kind;
- Uploading files that contain computer worms, viruses or other types of malicious or harmful programs;
- Damaging, modifying, interfering with, disrupting or destroying the files, Data, Passwords, devices or Resources that belong to the Platform Administrators or doing anything that compromises the security of the Platform;
- Using the Platform to engage in misleading or deceptive online marketing practices;
- Using the Platform to transmit junk mail, spam, chain letters or engaging in other flooding techniques or mass distribution of unsolicited email, or;
- Reselling, renting or leasing, licensing, reproducing or distributing Information in any format that allows the Information to be copied to anyone or Organisation outside of their Organisation. This applies even if the download has been significantly altered.

2. Public Access to the Platform

The public can access Information from the Platform for free. Use of the Platform and any applications associated with the Platform are for personal use. Users must comply with all applicable laws and third-party Terms & Conditions when using Applications. Applications may not contain the same functionality available on other areas of the Platform. Download and use of the Application is at the risk and discretion of the User. Users are solely responsible for any damage to their hardware device(s) or loss of data that results from the download or use of the Application. The Platform Administrator will put in place reasonable efforts to provide a secure platform free of virus and other disruptions that may cause damage to hardware devices or loss of data.

2.1. Public use of the Platform and Applications

Public use of the Platform is recorded. As such, non-identifiable Data may be collected from the Platform for purposes such as statistical analysis and modelling.

Through the Platform, Information may be voluntarily submitted and collected that can identify individuals, such as name, address, telephone number, e-mail address, and other similar Information (“Individual Information”). Individual Information may be used to respond to requests. On occasion, this Information may be referred to, to better understand individual needs and how to improve the Platform, and various other products and Services. This Information may also be used to contact the individual and/or provide them with Information about the Platform products and Services. Additionally, individual Information may be enhanced or merged with Data obtained from third parties for the same purposes.

Any other Information collected by the system during a visit to the Platform (that is, Information that cannot be used to identify an individual, such as IP address and approximate location) may be included in Databases owned and maintained by the Platform Administrators or our agents. We retain all rights to these Databases and the Information contained within them.

3. Members Access to the Platform

Members’ access to the Platform is defined by their membership type and level of access required. The Platform is accessed at different levels depending on the purpose of the interaction with the Data. As outlined below, there are three ways people can interact with the Data in the Platform. It is important to note that regardless of how Data is accessed and interacted with, the Terms & Conditions apply at all times.

3.1. 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 which includes physical and digital formats.

3.2. Basic Member Use - At no cost

When an Entity’s Information is added to the Platform they become a Member of the Platform.

- As a Member, The Entity has access to a Basic Level of Features in the Platform including:
 - a public Listing
 - access to edit their Listing
 - managing Platform access for all Users in all locations within their Organisation
 - downloading Information about their Listings
- Members of the Platform can pay for access to a higher level of features as outlined in the “Your Membership” page of the Platform Dashboard.

3.3. Member Access and Use of the Platform and Applications

Access to the Platform is provided for Members’ Core Business only. Members are given non-exclusive, non-transferrable access to use the Data and Information provided by the Platform within the scope of activities conducted by the Member for internal use only.

Members acknowledge that:

- Platform Providers approve the registration of new Listings;

- After a registration is approved, the Platform Providers and Platform Administrator do not guarantee to review the Content or any material that is posted to the Platform or any associated link;
- the Platform Providers and Platform Administrator are not responsible for the Content or conduct of any site linked to or from the Platform websites or mobile applications;
- the Platform may experience interruptions and access difficulties from time to time and that the Platform Providers and Platform Administrator will not be responsible for interruptions or access difficulties unless agreed in writing;
- use of the Platform may be monitored and recorded for auditing and reporting purposes and to understand how the Platform is used by Members. Information about Members may be displayed to other Members and the general public, such as their name and photo appearing in comments made on Listings;
- they are responsible for the use and distribution of data from the Platform. All downloads are password protected and include the Member's ID and the time and date of the Information was accessed.

3.4. Members(Levels) Use - Fees Apply

- Platform Providers and Platform Administrators reserve the right to approve and grant Upgraded Access to Members of the Platform.
- Members with Upgraded Access can access different levels of Data and Information in various formats depending on the level of Upgraded Membership. Features include, but are not limited to:
 - Team Features that improve the Organisation's ability to manage their internal processes.
 - Network Features that improve an Organisation's ability to understand how they fit into the broader Community.
 - Council Features that support provision of a local directory of Services in the region.
 - State and Federal Government Features that provide a local directory of Services within their operating core business (region plus Service category types).

The full set of features available to Members with Upgraded Access can be viewed via the links in the footer of the Platform.

4. Member Access and Use of the Data and Information

4.1. Use of Data and Attribution

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 Privacy Principles](#). Access to Information is restricted by constraints such as geographical location and Service category. 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 Membership Term and remain in force.

- Any Data Attribution requirements must be outlined in a Membership Proposal
- Data attribution display is at the discretion of the Platform Administrator.

4.2. Data Provision & Requirements

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

- have assessed the Information is appropriate for shared access by Members and the public;
- have approval to share the Information (or will seek approval using the process outlined in Data Platform Data Transfer Process).
- provide an irrevocable, perpetual licence 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 Membership ends or is terminated, the Member retains the right to use the Information initially provided, 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 prior to ending Membership or Membership termination.

4.3. Use of Data for Communication

As part of the Agreement to be a Member of the Platform, Members will be automatically added to mailing lists. Members can subscribe or unsubscribe to most communication through the Members Centre on the Platform.

4.3.1. Communication to Members

The Platform Administrators and Platform Providers retain the right to communicate to Members in communication that the Member cannot unsubscribe in accordance with the Spam Act. _

4.3.2. Communication from Members to other Members

Member Communication may be sent by the Platform Administrator, Platform Provider, or Newswire. Members cannot opt-out of some Member Communications. Member Communications may include commercial advertising. Delivered (and Undeliverable) messages are recorded as part of the Platform Provider's Data Quality system.

Depending on the type of Membership, eligible Members can send messages to other Members and must use the communicate tool to manage opt out. If the Community Broadcast feature of the Platform is not used to send the message, Community Members must be able to opt-out of further communications in accordance with the Spam Act. Councils sending communications to more than 500 Members are required to provide Information about Data Quality (including all email bounces with Location ID) and unsubscribe Information to their Platform Provider including emails that were undeliverable within 14 days and comply with their own Privacy and Spam obligations.

4.3.3. Emergency Communication

Eligible Members may send Emergency Messages to all/selected Members.

Members cannot opt out of Emergency Messages sent by Councils or State/Territory governments. It is the Member obligation to comply with applicable legalisation.

Emergency Messages may be sent through Community Broadcast or through a different Platform during an emergency or an emergency planning exercise. Messages including, but not limited to, email, pre-recorded phone message, SMS and fax may be sent.

4.4. Use of Data in Publications, Tools and Resources

The Data from the Platform can be used in many different ways for Core Business.

4.4.1. Community Resources

Platform Providers and Platform Administrators, in conjunction with other Platform Members, may provide Information to the General Public or to Members which would not otherwise be normally accessible with Basic Membership. This includes the provision of local Service Listings in PDF format or as a hard-copy directory. These Resources are compiled to meet an identified need such as a Services Directory for use by field workers who may be without internet access or as a desktop Resource for speedy referrals or any other circumstance as reasonably determined by the Platform Administrator or Platform Provider.

4.5. Member Disputes (Standard Term)

If there is a dispute between the Member and the Platform Administrator or Platform Provider that cannot be resolved, then the aggrieved Party must deliver by registered post, or by hand, a notice of dispute which adequately identifies and provides details of the dispute.

- Within fourteen (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 authority to agree to a resolution of the dispute.
- In the event that the dispute cannot be resolved within fourteen (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 in accordance with the Mediation Rules of the ACDC.
- Mediation must take at the Platform Administrator or Platform Provider's Region unless both parties consent to a different location.
- If the dispute is not resolved within fourteen (14) days of the mediation, either Party may commence proceedings in a court of competent jurisdiction.
- The dispute resolution process outlined in this agreement does not prevent either Party from applying to the court for urgent injunctive relief.
- The Membership Offer will be governed by and construed in accordance with the law of Queensland.

4.6. Membership Fees and Payment Terms

Each Membership type provides basic access to the Platform for free, but membership can be Upgraded for a Membership Fee.

The Member is responsible for paying Fees when they are due. If Fees are not paid, without prejudice to any other right or remedy the Platform Administrator or Platform Provider may be entitled to under these Terms & Conditions or by law to limit a Members' ability to use the Platform. If the payment method fails or the account is past due, the Platform Administrator or Platform Provider may collect Fees owed using other collection mechanisms.

Members acknowledge that Users linked to their organisation may be deleted from the Platform by the Platform Administrator or Platform Provider if they believe these Terms & Conditions, are breached, either directly or indirectly. In cases where Fees have been paid to access features on the Platform, Members may be entitled to a part or full refund of such Fee. However, the Platform Administrator or the Platform Provider reserve the right to not refund Members for any Fees paid through use of the Platform for services, applications and tools in the following cases:

- If Members breach these Terms & Conditions, which include, without limitation:
 - Fair Use, Unreasonable Use, Unacceptable use or Illegal Use,
 - If Membership went live with access to the Platform, even for a limited time, and that the Member benefited from the service associated with the paid Fee; or
 - If a Member removes Users themselves.

Please note that the above list is not exhaustive. See our Help Page for more details on the cases in which you may, or may not, be entitled to a refund of such Fees.

4.6.1. Payment Methods and Terms

- Payment can be made online or by direct debit.
- Fees are non-refundable unless they are paid more than 12 months in advance and/or paid online and/or have a Community Membership Type.
- A Council Member must give 90 days' notice in writing (or by email) of termination of Membership and is must pay a prorated fee in lieu of notice.
- 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 Terms & Conditions.
- The Platform Administrator and/or Platform Provider reserve the right at any time, to increase the Annual Membership Fees to be charged. Any increase will be effective at the end of the current Membership period. Reasonable endeavours will be used to give written notice to the most current email address supplied on the Listing.
- All Fees payable under the Contract are 'GST Exclusive'. If the GST rate changes then the GST component of the Fees payable under the contract will increase or decrease by the amount by which GST increases or decreases.
- Application and Data Transfer Fees may apply and can be waived at the discretion of the Platform Provider and Platform Administrator. The application Fee may be waived for 12 months or more.
- Members will avoid the imposition of an application Fee upon renewal of Membership, if the Membership is renewed before it expires. Renewal Membership Fees will be listed in the Membership Offer Documents or under the Membership Section on the Platform.
- The Application Fee based on the rate when last payment was approved or renewed. The application Fee is the minimum Fee for setup.
- If any amount of the Fee is outstanding on the due date, access to the Platform will be automatically suspended. To reactivate the Account, the outstanding Fee and Application Fees must be paid. The application Fee is 25% of the annual Membership Fee.

4.6.2. Refunds for Online Payment and or Community Membership

- A request for a Refund must be made in writing (or by email) and the Notice must be sent to the the Platform Provider.
- If a Community Organisation changes Membership level to a lower Membership level that is not free, any outstanding Fees will be refunded on a pro rata rate less the Cancellation Fee.
- A Cancellation Fee will be deducted from the refund. The Fee is equal to the percentage of the Fee or administration Fee and calculated on whichever is greater:
 - Over 5 months / 50% of the Annual Membership Fee;

- 3-5 months / 20% of the Annual Membership Fee;
 - Under 3 months / 100% of the remaining Pro Rata Annual Membership Fee.
- Once determined if a refund is eligible by the Platform Provider, and notice provided, all eligible refunds will be processed within 30 days;

4.7. Membership Termination

The Platform Administrators and Platform Providers may immediately terminate Membership and access to the Platform if any provision of these Terms & Conditions are breached, any illegal activities are engaged in, or if Fees or Charges are not paid when due. The Platform Providers and Platform Administrators also reserve the right to terminate any Membership if electronic Data downloaded from the Platform is distributed to any other Organisation, Government Department, Agency, region or entity. If Membership is terminated for any reason other than non-payment, the Platform may not be re-joined, either directly or through another person or entity. The provisions of these Terms & Conditions will survive suspension, cancellation or termination.

4.8. Membership Suspension

Members must inform the Platform Provider of any change of address, email address, contact numbers and any other Information relevant to Membership. Platform Providers and Platform Administrators may suspend (take Information offline) any community Organisation who does not regularly update their Data. Accounts may be suspended if there is no response to prompts to update Data and emails, postal mail or other forms of communication fail. Listings can be reactivated after Members log in and update their Data.

5. Platform Administration and Provision of the Platform

5.1. Platform Provider

The Platform is available through the various Platform Providers below.

| Region | Platform Provider |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ACT and the surrounding NSW Council regions of Young, Boorowa, Yass Valley, Harden, Goulburn-Mulwaree, Upper Lachlan, Palerang, Queanbeyan, Cooma-Monaro, Snowy River, Bombala and Eurobodalla. | Volunteering and Contact ACT Inc. ABN 30 433 789 697 PO Box 128, Civic Square ACT 2608 info@vc-act.org.au |
| Rest of Australia | Community Information Support Services Ltd. ABN 30 143 384 043 PO Box 222, Fortitude Valley QLD 4006 info@communityinfo.org.au |
| New Zealand | Community Information Support Services Ltd. ABN 30 143 384 043 PO Box 222, Fortitude Valley QLD 4006 info@communityinfo.org.au |

5.2. Platform Administrator

The Platform Administrator is responsible for the management of the Platform.

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

5.3. Editorial Discretion

The Platform Providers and Platform Administrator reserve the right to exercise broad editorial discretion in determining the Content of a Listing. This extends, but is not limited to what Information is listed, where Services are listed in the Directory, spelling, grammar and/or correction of other errors that may occur. Services are subject to change, suspension or deletion at any time at the sole discretion of the Platform Providers and Platform Administrator.

5.4. Provision of the Platform

Platform Providers and the Platform Administrator reserve the right to:

- Refuse to post or to remove any Information and/or materials (in whole or in part) the Platform Provider or Platform Administrator regard in any way as objectionable or in violation of these Terms & Conditions without notice and;
- Modify, discontinue or terminate any Services the Platform offers at any time without notice or liability unless a variation is agreed in writing.
- The Platform Administrators and Providers to the extent possible under the law, will not be liable for any failure or delay in the performance of our Obligations under the Agreement if that failure or delay is due to circumstances beyond our reasonable control including, without limitation or other cause beyond our reasonable control, including any mechanical, electronic, communications or Third-Party supplier failure.

5.5. Platform Data Services

The Community Information Exchange is used for reading, writing and modifying Information on the Platform. Access to Application Programming Interface (API) is only available by application for a license, with strict monitoring and control. All API Data Provision Agreements are available by contacting the Platform Administrators.

To access Data and Information via the API, the product must enhance the Information to:

- Meet the Information needs of the public who access Service Providers
- Meet the Information needs of governments and the community to enable them to make informed decisions to improve the community Services
- Provide timely Information to government and non-government entities about national Data provision
- Develop and support Information standards for the community sector
- Are subject to strict confidentiality provisions outlined in the privacy and Data access policies.

5.6. Additional Conditions for Applications

- Additional Terms & Conditions may apply based the application. The Platform Terms & Conditions remain enforceable. It is the responsibility of the User to have read and understood these Terms & Conditions.
- If the Application is accessed on a mobile device, The Mobile Device Provider is not responsible for maintenance or support for the Application.

6. General Terms

The Platform Provider and Platform Administrator and Members and Users declare that its undertakings in these Terms & Conditions are intended to create legal Obligations, and that those Obligations are intended to be enforceable under appropriate laws in appropriate jurisdictions.

By Listing Services on the Platform, the User is providing permission to the Platform Provider,

Platform Administrators and other Members to use this Information as outlined in the Terms & Conditions.

6.1. Surviving Terms, Rights and Governing Law

- The Platform Providers and Platform Administrators do not guarantee this Information Platform is correct, accurate or the latest available Dataset.
- Any provision of the Terms & Conditions that is invalid, voidable or unenforceable will be deleted and the remainder will continue to have full force and effect;
- Rights or Obligations may not be assigned under the Terms & Conditions without our prior written consent. We may assign our rights or Obligations under the Terms & Conditions at any time without notice unless agreed otherwise in writing;
- Attribution requirements remain after termination of Membership;
- Headings in these Terms & Conditions are for convenience only and shall not be used to interpret this Agreement;
- A waiver by the Platform Administrators of a provision of or right under the Terms & Conditions is only binding if it is in writing and executed by the Platform Administrator. In addition, the waiver will only be effective in the specific instance and for the specific purpose for which it was given;
- Any legal action must be submitted in the jurisdiction of the courts of the Platform Administrator.
- All rights not expressly granted in the Terms & Conditions are reserved.

6.2. Limitation of Liability

To the extent permitted by law:

- The Platform Provider and Platform Administrators exclude any and all liability for any loss or damage, whether arising from negligence or otherwise in connection with our website or Information on or provided through the website or the Platform
- The Platform Provider and Platform Administrators exclude all liability for any consequential, indirect, incidental, special, punitive or exemplary damages, including without limitation any loss of profits, loss or corruption of Data or loss of goodwill, even if the Platform has been advised of the possibility of such loss or damage
- It is agreed at all times to indemnify the Platform Provider and Platform Administrators, their affiliates, suppliers and their respective officers, employees, Contractors and agents from and against any direct or consequential loss, costs, expenses (including reasonable legal Fees), claims, damages, settlement, penalties, fines or other liability incurred or suffered by any of those indemnified which may arise out of use of the Platform and/or the website or any breach of these Terms & Conditions.

6.3. Intellectual Property (Standard Term)

- By Entering Information in the Platform, permission is automatically given 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 right, title, and interest in the Platform. This including 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, 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 Intellectual Property Rights in the Platform are not owned by the Provider Administrator, 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 Contract.

6.4. Third Party Products

Information from the Platform may be shared with other websites so that when Information is updated on the Platform it does not need to be updated on other sites that have agreed to Data sharing policies with the Platform Administrators. Information is stored in the Community Information Exchange which is operated by the Platform Administrators.

Single sign on login and User management processes have been developed to allow simpler access to linked Platforms and websites. Notification will be given when personal Information is shared for this purpose.

6.4.1. Third Party Cookies

To support Listings, photos and video Content from websites such as Flickr and YouTube may be embedded. Pages with this embedded Content may present Cookies from these websites. Similarly, when using share buttons on the website, a cookie may be set by the Service selected to share Content through. The Platform does not control the dissemination of these Cookies and this tool will not block Cookies from those websites. The relevant Third Party website should be checked for more Information about these.

6.5. Definitions

The Terms and Definitions used in this document are defined in the Community Information Support Services Standard Term & Definitions document available online at <http://www.communityinfo.org.au/standard-terms.html>

Compliments, Complaints and Feedback

The Platform has been developed through significant contributions by Community Organisations, Councils and Government employees. The commitment remains to listen and to improve features, address complaints and value any Feedback.

Platform Administrator can be emailed at support@mycommunitydirectory.com.au

In the event that a timely, appropriate response is not received from the Platform Provider, through this email or 1300 762 515, please contact the Platform Administrator on administrator@mycommunitydirectory.com.au 0402 762 515. We will advise you of any changes to this contact

| Enquiry Type | Expected Response |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Feedback/Compliment | |
| Contact about an idea, something that would work better, an opinion or compliment. | Contact will be acknowledged and a response sent by email. Questions may be added to the Q&A section of the Platform. Suggested features may be considered for immediate development. |
| General Enquiry | |

| | |
|----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Obtain Information or request an action, Service or product. | Provide a response with the intention required Information is received. |
| Complaint | |
| Express Disagreement about how something is working or a Service received. | When complaints are addressed to a manager, contact will be made within a week to discuss or resolve the issue. If the issue remains unresolved it may be escalated to the Managing Director. A resolution/response will be sent in writing within 21 days of receipt. |

Privacy

The Privacy of Members is highly important.

The Privacy Statement and Privacy Guidelines can be downloaded from the Platform.

Third Party Applications developed using the Community Information Exchange are bound by the privacy statement of the Platform however additional uses of Personal Information may provide in the Application.

If you have any concerns regarding the use of Information, please contact the Privacy Officer on 1300 762 515.