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 (**v26.10**) are effective from **1 December 2026**.

Posted 27 October 2026, as advance notice of the changes marked below in accordance with the amendment clause in Section A.

For more details, visit the Help Centre or contact us by phone on 1300 762 515 or email support@mycommunitydirectory.com.au.

Section A – The My Community Platform Terms and Conditions

Welcome to My Community.

The My Community Platform includes Community Directory, My Community Diary, the Community Information Exchange, associated websites and mobile applications.

We're excited to have you here, but before you start using the Platform, please review these terms and conditions. We've done our best to explain it all without using too much jargon, so it's clear what we expect from you and what you can expect from us.

To make things easier, we've included summary paragraphs at the top of each section to give you a heads up on what's coming up.

These are your legal rights and obligations, so please read everything. If you can't agree to our terms, then you can't use our services.

We have recently updated our Terms & Conditions (v26.10) and Privacy Policy. Most of these updates are effective immediately; changes that materially affect how your data, intellectual property or agreed methodology is used are effective from 1 December 2026, as explained below.

For more details, visit the Help Centre or contact us by phone on 1300 762 515 or email support@mycommunitydirectory.com.au.

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.

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

Acceptance and amendment of these Terms & Conditions

Use of the Platform indicates acceptance of the Platform Terms & Conditions, as they exist at that time.

The Platform Provider and Platform Administrator may update these Terms & Conditions at any time, and most updates — clarifications, new features, minor policy changes — take effect as soon as they're posted as a notice in the Members Centre.

Where a change would materially affect how a Member's data, intellectual property or agreed methodology is used, we aim to give reasonable advance notice before it takes effect. This doesn't apply where we reasonably believe immediate action is needed to protect the Platform, our Members, or the people whose information it holds — for example, a security incident, a data breach, or a legal or regulatory requirement.

Continued use of the Platform after a change is posted means you accept the revised Terms & Conditions. The Platform Terms & Conditions should be reviewed regularly.

Key Things You Should Remember

While this doesn't take away your responsibility to read the Full Terms and Conditions, this is key information you should keep handy.

1. **Membership & Access**
   - Membership begins when you create an account, pay a fee, sign a form, or agree in writing.
   - Members are granted non-exclusive, non-transferable access for internal use only.
2. **Data & Information**
   - Data is classified as Open, Restricted, or Closed.
   - Members must attribute data to its source (e.g., My Community Directory).
   - Data you submit remains owned by your organisation; the Platform holds it as custodian, and some access may be limited if a coordinating body's own membership ends.
   - Data use obligations survive membership termination.
3. **Security & Lawful Use**
   - Members must maintain data security, password protection, and lawful behaviour.
   - Unacceptable or illegal use (e.g., spam, misrepresentation, IP violations) may result in suspension or termination.
4. **Communication**
   - Members can use the Communicate Tool to message others.
   - Emergency messages are exempt from opt-out.
   - Members must not retain contact details or send communications after termination.
5. **Platform Use & Editorial Rights**
   - Platform Providers and Administrators may modify or remove listings, and exercise editorial discretion over individual listing content — this does not extend to the methodology of a jointly-governed sector dataset.
   - The Platform may be suspended or a Membership terminated for breaches; immediate action is limited to security, data-breach and legal/regulatory situations.
6. **Intellectual Property**

- Members grant a royalty-free licence to use submitted content.
- Jointly created IP may be reused internally by either party.
- The Administrator's ownership of analytics and benchmarking it generates doesn't change who owns the underlying data you submitted.

7. **Fees and Refunds**
   - Peak Body and other commercial memberships are not eligible for the Limited Refund Scheme — refund and exit terms sit in your own Membership Agreement.
   - 90 days' notice ends your membership at the end of your agreement period, unless your offer document says otherwise.
8. **Referral Network**
   - The Referral Network is a separate, invitation-only feature governed by its own Referral Network Terms & Conditions, available from the Help Centre.

Key Changes in v26.10

Posted 27 October 2026. Changes that materially affect how your data, intellectual property or agreed methodology is used take effect from 1 December 2026, giving you advance notice; all other changes — clarifications and drafting fixes — take effect immediately. A full table of changes, with effective dates, is available from the Help Centre.

- **Amendment notice:** material changes to data, IP or methodology use now come with reasonable advance notice, not immediate effect (security/legal emergencies excepted).
- **Data custodianship on exit:** a coordinating body's own data stays in the Community Information Exchange, accessible to the organisations that entered it, even after that body's membership ends — no deletion on its instruction alone.
- **Export and reuse:** Members, including coordinating bodies, may export and reuse their own submitted data, with attribution required for anything published externally.
- **Narrower emergency powers:** the Platform's without-notice right to modify or discontinue services is now limited to security, data-breach and legal/regulatory situations, and can't reach a jointly-governed dataset's methodology.
- **SLA location:** Service Level Agreement figures now sit in each Member's own Membership Agreement or Offer Document, not in these Terms & Conditions.
- **Narrower data-ownership claim:** the Administrator's ownership is now limited to analytics, benchmarking and other derived material — not the underlying data a Member submitted.
- **Peak Body refunds:** Peak Body and other commercial memberships are confirmed outside the Limited Refund Scheme, with their own terms in their Membership Agreement.
- **Termination notice:** now tied expressly to the end of the agreement period.
- **Order of precedence:** these Terms & Conditions now expressly prevail over any Bilateral Agreement, Governance Framework or Membership Agreement.
- **Referral Network:** moved out of these Terms & Conditions into its own standalone document.
- Numbering, cross-reference and drafting clean-ups throughout Section C.

Section C – My Community Terms and Conditions

1. Member's Access to the Platform

Member's 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 Network.

1.1 When accessing the Platform, members acknowledge that:

Platform Providers approve the registration of new Members and/or Locations and/or Listings. After registration is approved, the Platform Providers and Platform Administrator do not guarantee to review the content or any material posted to the Platform or any associated links.

- 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 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 public, such as their name and photo appearing in comments made on Listings.
- Members 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 accessed.
- Membership Levels as deemed appropriate by the Administrator.

1.2 Who can join?

A group, health or community service provider and clubs that provide services or activities funded, subsidised or free to the public.

An exception is made for peak bodies and other service providers to the Community Sector who can list in the appropriate category.

1.3 Membership begins when you

1.3.1 Create an account and/or 1.3.2 Pay a fee and/or 1.3.3 Agree in writing and/or 1.3.4 Sign the form

By logging in, you accept the terms and conditions as published on the Platform on that day.

1.4 Member Access and Use of the Platform and Applications

Access to the Platform is provided for the Member's Core Business only. Members are given non-exclusive, non-transferable access to use the data and information provided by the Platform within the scope of activities conducted by the Member for internal use only.

- Platform Providers and Platform Administrators reserve the right to approve, and grant upgraded access to Members of the Platform.

1.5 Platform Features and Tools

- The range of Platform features available can be found under My Membership in the Members Centre.
- Access to tools is based on Membership Level, which may be linked to your membership type.
- The Platform Provider and Platform Administrator may add new features and membership levels from time to time.

Members may also have a geographical boundary, such as a Local, state or Federal Government, Statutory Body, Primary Health Network or another body as approved by the Platform Provider.

2. Membership Fees

Each membership type has an associated 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 Member's 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 reserves the right to not refund Members for any fees paid using 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 the Member benefited from the service associated with the paid fee or
- If a Member removes Users themselves.

See clause 2.1 for the circumstances in which a refund may be available.

2.1 Membership Termination and Refund Eligibility

All Members must provide 90 days' written notice (or by email) to terminate their membership at the end of the agreement period, unless otherwise stated in an offer document or agreement. If notice is not received, the membership payment remains due in lieu of notice.

Refunds are strictly limited to Community Organisation Memberships under the Limited Refund Scheme. No other membership types are eligible for refunds. Peak Body and other commercial memberships are not eligible for the Limited Refund Scheme. Any refund, credit or exit arrangement for these membership types is instead set out in that Member's own Membership Agreement.

- Refund eligibility applies only when:
- The Member is a Community Organisation; and
- The Membership level is changed to a lower paid level or terminated within the first five months of the current membership period.
- Refunds will be calculated on a pro-rata basis, less a cancellation fee:
- Over five months: 40% of the remaining annual fee.
- Under five months: 70% of the remaining annual fee.
- Refund requests must be made in writing to the Platform Provider. Once approved, refunds will be processed within 30 days.
- Refunds do not apply if:
- Membership has been active and the Member has accessed Platform services.
- The Member breaches any Terms & Conditions; or
- The Member removes users themselves.
- This clause survives termination or expiration of the agreement.

3. Membership Termination

3.1 by a member

All Members must give 90 days' notice in writing (or by email) of termination of Membership at the end of the agreement period, unless otherwise stated in an offer document or an agreement. If a notice of termination is not received, the membership payment is due in lieu of notice.

3.2 by a Platform Administrator or Platform Provider

The Platform Administrator and Platform Providers may immediately terminate Membership and access to the Platform if any provision of these Terms & Conditions is breached, any illegal activities are engaged in, or if fees or charges are not paid when due. The Platform Providers and Platform Administrator 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.

3.3 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 Provider and Platform Administrator may suspend (remove access to take information offline) any Member who does not

regularly access the Platform.

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.

4. Member Communication

4.1 Communicate Tool

Depending on the type of Membership, eligible Members can send messages to other Members and must use the communication tool to manage opt-out. If the Community Broadcast feature of the Platform is not used to send the message, Members must be able to opt out of further communications (see below).

4.2 opt Out

Any Member sending communications to more than 500 Members is required to provide information about data quality (including all email bounces with Location ID) and unsubscribe information to their Platform Provider, including undeliverable emails, within 14 days and comply with their own privacy and spam obligations.

4.3 Limited use of Communicate on Termination of Membership

If a membership is terminated, the member must not retain contact details for ongoing communication of any type.

- A member cannot send emails if they are planning on terminating their membership, advising the members of their intention to do so.
- On or after the termination of a membership, a member must not publish any information in an open format, including the member's website.

4.4 Other Communicate Information

- Data attribution requirements apply (see clause 5); contact the Support Desk for clarification. Members must obtain written permission or operate within an agreed plan when notifying of membership termination or advising others of their intent to terminate.
- After termination, members must not publish any membership-related information in open formats, including websites. Member communications may be sent by the Platform Administrator, Platform Provider, or Newswire, and may include commercial advertising.
- Even after termination, some member communications cannot be opted out of (see clause 4.5). All delivered and undeliverable messages are logged as part of the Platform Provider's data quality system.

4.5 Emergency Communication

Eligible Members may send emergency messages to all/selected Members.

Emergency messages may be sent through Community Broadcast or a different platform during an emergency or an emergency planning exercise. Messages may include, but are not limited to, email, pre-recorded phone messages, and SMS.

Emergency communications are exempt from opt-out requirements under all circumstances.

5. My Community Data Attribution Requirements

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 it 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 are defined within the following link: mycommunitydirectory.com.au/Resources/data

6. Platform Providers and Platform Administrator

If your office is based in the 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, your agreement is with the Platform Provider:

Volunteering and Contact ACT Inc. ABN 30 433 789 697 PO Box 128, Civic Square ACT 2608 info@vc-act.org.au

If your office is in the rest of Australia and New Zealand, your agreement is with the Platform Provider:

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

The Australian and New Zealand Platform Administrator is:

Community Information Support Services Ltd. ABN 30 143 384 043 PO Box 222, Fortitude Valley QLD 4006

Section D – Shared Data Principles and Use of the Platform

1. General Terms

The Terms in this document are defined in the Standard Platform Terms and Conditions for My Community Platform (My Community Directory, My Community Diary, the Community Information Exchange), Associated Websites and Mobile Applications.

The Platform Providers, Platform Administrator, Members, and Users declare that their 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.

2. Standard Terms

Standard Term 1 – Confidential Information

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

- Must not, without prior written consent from the Platform Providers, 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 Providers, be returned or destroyed, including physical and digital formats.

Standard Term 2 - Use of Data and Attribution

Members can download data in different formats about services within their operational core business.

- Access for core business includes data and information which is password protected and accessed only for core business, which includes Privacy Principles. Access to information is restricted by geographical location and service category constraints. Some information may only be downloaded by certain membership types, 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.
- Where a jurisdiction's data is held through its own regional Platform Provider — for example, ACT region data held through Volunteering and Contact ACT Inc. — access to that jurisdiction's data by a Member outside that region requires that regional Provider's consent, in addition to any other access restriction in this Standard Term.

Standard Term 3 - Data Provision & Requirements

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 the Data Platform Data Transfer Process).
- Provide an irrevocable, perpetual licence to the data provided.
- Once data has been provided, the Platform Administrator and Platform Providers become custodians of data as custodians of the Community Information Exchange.
- The Platform Providers 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.
- Where the body that arranged for a dataset to be collected — such as a peak body coordinating a sector survey or resource — ends its own use of the Platform, the underlying records contributed by individual organisations remain part of the Community Information Exchange: accessible to the organisation that entered them, and to other current Members who rely on them. The Administrator does not acquire or exercise any ownership or copyright over that data by holding or operating it, and will not delete records on the instruction of a coordinating body alone. What can change is the access connected to that coordinating body's own role — for example, jurisdiction-specific tools, dashboards or benchmarking features it operated may be withdrawn or limited when its own membership ends, without affecting the underlying records themselves.

Standard Term 4 - Intellectual Property – Rights, Permissions, and Joint Ownership

Entering Information into the Platform automatically grants the Platform Administrator and Platform Providers a royalty-free, irrevocable license to use, edit, reproduce, adapt, and publish such Information, making it available to the public.

The Platform Administrator owns, or is the licensee of, all rights, title, and interests in the Platform, including ideas, equipment, processes, and systems used to deliver the services. The Platform Administrator grants the Member a non-exclusive, irrevocable license to use these intellectual property rights solely for the purpose for which the Platform was provided during the membership period.

Applications provided by the Platform cannot be modified, adapted, translated, reverse-engineered, disassembled, or used to create derivative works. Any copyright notices, trademarks, or proprietary rights notices affixed to or contained within any application must not be removed or obscured.

Where the Platform Administrator does not own certain intellectual property rights, the Platform Administrator will ensure the Member is licensed to use such rights.

4.1 Joint Ownership of New Intellectual Property

Any new intellectual property (IP) created jointly by the Member and the Platform during a project shall be jointly owned by both parties. The Platform Administrator and Platform Providers may reuse such jointly created IP for internal purposes without royalty or attribution.

- However, commercial reuse or public distribution by either party beyond internal purposes requires prior written approval from the other party, and the terms of attribution and any applicable royalties must be agreed upon in writing before such reuse occurs.
- This clause survives termination or expiration of the agreement, membership, contract, or service period.

Standard Term 5 - Data/Information Access

All information accessed, shared, or stored on this platform is considered confidential and is intended solely for authorised users. Users are strictly prohibited from disclosing, distributing, or using any data, content, or communications obtained through the platform for any purpose other than those explicitly permitted by the Platform's terms of use or relevant agreements.

- By using this Platform, you agree to maintain the confidentiality of all proprietary, sensitive, or personal information you encounter. Unauthorised

access, sharing, or misuse of such information may result in disciplinary action, legal consequences, or termination of access.
- Users must take all reasonable steps to protect confidential information and report any suspected breaches immediately.
- Any business-related information, data or application systems, code and documentation disclosed or provided by the Platform Providers must not, without prior written consent from the Platform Providers, be disclosed to any person; must not be used for any purpose other than that for which it was provided; and must, on the written request of the Platform Providers, be returned or destroyed, including physical and digital formats (see Standard Term 1).

Standard Term 6 - Data/Information Ownership & Responsibility

Shared data is based on the principle that the entity owns data/information about an individual or 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.
- Owning your data and the Platform Administrator holding an operating licence over it (Standard Term 4) are two separate things that exist at the same time — one doesn't cancel the other.

Standard Term 7 - Data/Information Security

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.

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.

Standard Term 8 - Use of the Platform

8.1 Lawful Behaviour

Data and information may only be used lawfully, including adherence to copyright laws and the Australian Privacy Principles. Publicly available data and information is for personal use only.

- Member access must be for core businesses, under the terms and conditions as a logged-in User, unless otherwise agreed with the Platform Provider.

8.2 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 that 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.
- This does not prevent a Member from exporting and reusing their own submitted information elsewhere, in line with Standard Term 6. A Member — including a peak body or other coordinating body — may use a collective dataset or survey it coordinated for its own internal purposes. Where it publishes or otherwise shares that data externally, it must acknowledge the source, in line with Standard Term 2.

8.3 Fair Use of the Platform

Notwithstanding the User's responsibility to act with lawful behaviour and illegal use of the Platform, fair use of the platform also applies. Engaging in unreasonable use, unacceptable use or 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 regular 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 accounts and for actions that take place during the 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 Provider, 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 in the content listed on the Platform.

8.4 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.

8.5 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 login details.

Standard Term 9 - Public Access to the Platform

The public can access information from the public-facing 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 as those available in other areas of the Platform. Downloading and using 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.

When using the Platform, the user's non-identifiable data may be collected for statistical analysis and modelling purposes.

If a user voluntarily submits information that identifies individuals, such as name, address, telephone number, email address, and other similar information ("individual information"), it may be collected to respond to requests. On occasion, this information may be used for other purposes, such as understanding site usage or data matching to understand behaviour, to improve the Platform and various other products and services.

Information voluntarily added to the platform may also be used to contact the individual and/or provide them with information about the platform's 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.

The Platform Administrator will make reasonable efforts to provide a secure platform free of viruses and other disruptions that may cause damage to hardware devices or loss of data.

Standard Term 10 - 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) to the Platform Provider, both public and via user access.
- If the Platform Administrator may deem material 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.
- The Platform Administrators and Providers to the extent possible under the law, will not be liable for any edited changes, correct or incorrect or 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, any mechanical, electronic, communications or third-party supplier failure.
- The Administrator is responsible for meeting the Service Level Agreement.

This does not limit the Platform Administrator's ability to act immediately to address a security incident, a data breach, or a legal or regulatory requirement. It does not, by itself, authorise changing an already-agreed survey methodology, question set or dataset structure for a jointly-governed resource such as a peak body's survey or register — any such change follows the governance process set out in the relevant agreement with that body.

The applicable Service Level Agreement — including uptime and response-time figures — is set out in each Member's Membership Agreement or Offer Document, not in these Terms & Conditions, since service levels vary by membership type. Where a Membership Agreement refers to "the timeframes specified in the Terms & Conditions," it means the SLA figures in that Member's own Membership Agreement or Offer Document, unless otherwise stated.

Standard Term 11 - Use of Data in Publications, Tools and Resources

The Platform Administrator owns the analytics, benchmarking outputs, reports and other derived material it generates from Platform data, and may

use these as agreed with the Platform Provider. This does not change who owns the underlying data a Member or an entity provided — that remains as set out in Standard Term 6 — and does not reduce any Member's rights over their own submitted information.

Standard Term 12 - 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.

This discretion relates to the content of individual listings — what is listed, where, and how it's presented — not to a jointly-governed survey or dataset's underlying methodology or question set, which follows its own governance arrangement.

Standard Term 13 - Platform Data Services

The Community Information Exchange is used for reading, writing and modifying information on the Platform. Access to the 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.

Standard Term 14 - 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 the Platform Administrators operate.

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.

To support listings, photos, and video content from websites such as social media content may be used. 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.

Standard Term 15 - Enforcement of terms and this agreement

If any provision of these Terms or this Agreement is found to be invalid or unenforceable, that provision shall be severed, and the remainder of the Terms and Agreement shall remain in full force and effect.

15.1 Surviving Terms, Rights and Governing Law

- 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.
- These Platform Terms and Conditions prevail over any other agreement, memorandum, framework or arrangement between the Platform Provider and a Member, including any Bilateral Agreement, Governance Framework or Membership Agreement, to the extent of any inconsistency.

15.2 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 though 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.

Standard Term 16 - Member Disputes

In the event of any dispute arising out of or in connection with this agreement, the parties will attempt to resolve the dispute through friendly consultation.

- If any outstanding issues remain, they may be submitted to mediation in accordance with any applicable mediation rules. If the dispute is not

resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation.

- If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the jurisdiction in which the Platform Provider is registered.
- If the dispute is between a Provider and the Administrator, the jurisdiction will be in the location directed by the Administrator.
- The arbitrator's award will be final, and judgment may be entered upon it in any court having jurisdiction.

Section E - Compliments, Complaints and Feedback

The Platform has been developed through industry feedback. The Platform Administrator and The Platform Provider remain committed to listening and to improving features, addressing complaints and valuing feedback.

The Platform Provider can be contacted using the service address listed in Section A.

Enquiry Type	Expected Response
Feedback/Compliment — Contact about an idea, something that would work better, an opinion or a 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.	Respond with the required information.
Complaint — Express disagreement about how something is working or whether a service has been 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 Chief Executive Officer. A resolution/response will be sent in writing within 21 days of receipt.

Section F: Referral Network

Participation in the Referral Network is governed by a separate Referral Network Terms & Conditions, available from the Help Centre. The Referral Network is an invitation-only feature; Members who have not received an invitation to participate are not bound by those terms.

Section G: Privacy Statement

The privacy of Members is very important.

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

The Platform's privacy statement applies to third-party applications; however, the application may provide additional uses of personal information.

If you have any concerns about the use of information, please call the Help Desk listed in Section A for the Privacy Officer's contact details.
