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

## Updates to the Standard Terms and Conditions

https://www.mycommunitydirectory.com.au/Resources/Privacy (v25.10) are effective from 29 October 2025.

For more details, visit the <u>Help Centre</u> or contact us at 1300 762 515 or email <u>support@mycommunitydirectory.com.au</u>.

#### Standard Terms and Conditions

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

- My Community Directory
- My Community Diary
- My Give Local
- The Community Information Exchange,
- Service Linker, and
- other associated products.

### **Definitions**

**Access Rights** means the specific permissions granted to a User or Member Account (e.g., view, create, edit, delete, administer) that determine what features and data the user can access on the Platform.

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

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

**Adjustment Note** means a document issued under the GST Act to correct or adjust a previously issued Tax Invoice, typically due to an Adjustment Event such as a change in the amount payable or a cancellation.

**Administrator** means the group of people who manage and maintain the Platform. The Administrator is Community Information Support Services Ltd.

**Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where 'control' means the ability to direct the management or policies of an entity (whether through ownership of voting securities, by contract, or otherwise).

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

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

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**Annual Workplan** means the agreed schedule of activities, roles, responsibilities, and deliverables between the Provider and Administrator for the upcoming year, including marketing, support, meetings, and use of the Platform.

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

**Assignment** means the transfer of rights or obligations under this Agreement from one party to another, subject to conditions outlined in the Agreement.

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

**Authorised User** means a natural person who a Member permits to use the Platform under the Member's account, in accordance with these Terms and any applicable Membership Level.

**Basic Features** means limited features viewable on the Platform.

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

**Beta Feature** means a feature or functionality made available for evaluation or testing purposes, which may be incomplete, provided 'as is,' and subject to additional terms or limitations.

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

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

**Business Continuity Arrangements** means the systems and processes in place to ensure ongoing access to the Platform and its data in the event of disruption, including backups, escrow provisions, and minimum data access protocols.

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

**Charges** means the following amounts:

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

**Community** means the group of people within a specific region.

**Community Information Exchange Contribution** means the mandatory fee paid by Members to support automated data validation, member engagement, and shared data management across the Platform.

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

**Confidential Information** means any non-public information disclosed by the Provider to a Member that is marked or reasonably understood to be confidential, including Platform roadmaps, pricing proposals, security reports, and non-public interfaces; excluding information that is or becomes public through no breach of these Terms.

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

**Contractor** means a contracted service provider operating an independent business.

**Cookies** are small data files that we transfer to your computer's hard disk for record-keeping purposes. We use cookies for two purposes. First, we utilise persistent cookies to save your login information for future logins to the Site and Application. Second, we utilise session ID cookies to enable certain features of the Site and Application, to better understand how you interact with the Site and Application and to monitor aggregate usage by the Platform Users and web traffic routing on the Site and Application. Unlike persistent cookies, session cookies are deleted from your computer when you log off from the Site, Application and Service and then close your browser.

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

Council means local area government.

**Customer Data Processing Records** means logs and records the Provider maintains about the processing of Personal Data within the Platform, including purposes, categories, retention periods, and disclosures, to support compliance obligations.

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

**Data Breach** means an unauthorised access, disclosure, loss, alteration, or destruction of Personal Data or other sensitive data processed by the Platform, contrary to these Terms or applicable Law.

**Data Controller / Data Processor** means Controller: the party that determines the purposes and means of processing Personal Data; Processor: the party that processes Personal Data on behalf of the Controller.

**Data Export** means the capability to download, extract, or otherwise transfer data from the Platform to external systems or formats, subject to Access Rights and these Terms.

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

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

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

**Data Retention** means the period for which the Platform stores Member Data or Personal Data and the related policies for archival and deletion.

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

**Default Notice** means a written notice issued by the Licensor to the Licensee identifying a breach of the Agreement and requesting remedy within a specified timeframe.

**De-identified Data** means data that has been processed to remove direct identifiers and reasonably prevent re-identification of individuals, allowing analysis without revealing Personal Data.

**Diary** means the Data displayed and managed by the platform.

**Directory** means the Data displayed and managed by the Platform.

**Dispute** means any disagreement or claim arising out of or in connection with this Agreement, excluding failure to pay a Licence Fee Invoice, and subject to the alternate dispute resolution process outlined in the Agreement.

**Downtime** means periods during which the Hosted Services are unavailable to Users, excluding Scheduled Maintenance or causes outside the Provider's reasonable control (see Force Majeure).

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

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

**End-User** means a person who interacts with listings or services through the Platform (e.g., searching the Directory or booking events) but is not a Member or Authorised User under a Membership.

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

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

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

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

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

**Fair Use Policy** means rules limiting excessive or abusive use of the Platform (e.g., API calls, scraping, bulk emails), designed to maintain performance and protect other users.

**Feedback** means comments, suggestions, or ideas provided by Users or Members about the Platform's features or operation, which the Provider may use without obligation, unless otherwise agreed in writing.

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

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

**Functionality** means a process that allows a user to perform a particular task.

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

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

**Inactive Account** means an Account with no sign-ins or activity for a defined period, which may be suspended or archived under these Terms and the Provider's policies.

**Intellectual Property** (Defined a Standard Term)

**Instructor-Led Training / Self-Service Training** means training delivered by the Provider (live or recorded) or materials a Member can access independently, relating to Platform use; excluded from Support Services unless otherwise stated.

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

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

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

Listing Criteria as defined by the Terms and Conditions.

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

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

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

**Malware** means software or code designed to disrupt, damage, or gain unauthorised access to a system, including viruses, worms, Trojan horses, spyware, and ransomware.

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

**Member** means the entity with the right to access information on the platform or a community organisation that has listed organisation data.

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

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

## **Member Confidential Information** means:

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

**Membership Termination means** the action we take in response to a breach of these Terms and Conditions.

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

Membership Cancellation means an action you take when you no longer wish to access The Platform.

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

**Membership Level** means the access rights that may incur Charges.

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

**Minimum System Requirements** means the baseline device, operating system, browser, and network specifications needed for supported use of the Platform, in addition to 'Supported Web Browser.'

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

**Network Membership** is a paid feature that provides additional access to the Platform beyond the Team Membership level, including the ability to customise branded lists, link services, produce printed directories, write comments, and create favourites.

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

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

**Northern Territory (NT) Community Directory** means the NT data in the platform managed by the NSW Platform

**Platform Enhancement Fund** means the portion of fees retained by the Administrator to fund improvements and upgrades to the Platform, as agreed between the Provider and Administrator.

**Provider** means the organisation that provides membership to the platform.

Obligations means what is expected of you.

**Open Data License** means the license terms that govern any data the Provider publishes for public use, including attribution and reuse conditions (e.g., Creative Commons licences), where applicable.

**Opt-out** means the mechanism by which a User or Member declines a particular processing purpose (e.g., marketing communications) consistent with the Privacy Act and Spam Act obligations.

**Organisation/s** means an unincorporated/incorporated association, club, Non-Government Organisation or Government (local, state or federal) organisation that lists a community service.

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

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

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

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

**Payment Method** means the means by which Membership Fees or Charges are paid (e.g., credit card, EFT, invoice), subject to applicable surcharge, failed payment, and refund rules.

**Penetration Testing** means security testing conducted to identify vulnerabilities in the Platform; it may be subject to notice and restrictions to avoid disruption.

Permitted Purpose means an agreed-upon activity.

**Permitted Use / Prohibited Use** means activities expressly allowed or disallowed on the Platform (e.g., scraping, bulk messaging, reverse engineering), complementing 'Obligations' and 'Editorial Discretion.'

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

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

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

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

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

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

**Privacy Notice** means the Provider's public notice describing how Personal Data is collected, used, shared, and retained for the Platform, as referenced in your Terms.

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

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

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

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

Region means the geographic area

**Regulator** means the eSafety Commissioner, Australian Communication and Media Authority (ACMA) or any other government or independent statutory office or authority.

Resource means a useful tool.

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

**Scheduled Maintenance** means planned periods when the Platform may be temporarily unavailable for Updates or Upgrades, typically notified in advance.

**Service Level** means the performance targets (e.g., availability percentage, response times) that the Provider aims to meet for the Hosted Services, and associated measurement rules.

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

**Single Sign-On (SSO)** means an authentication method that allows a User to access multiple related systems with one set of login credentials via a trusted identity provider.

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

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

Spam Act means the Spam ACT 2003 (Cth).

Subprocessor means a third party engaged by the Provider to process Personal Data in delivering the

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Hosted Services, subject to equivalent data protection obligations.

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

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

**System Security Incident** means a confirmed event affecting the confidentiality, integrity, or availability of the Platform (not limited to Personal Data), requiring investigation and remediation.

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

**Term** means the term of this Agreement or MoU.

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

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

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

**Third-Party Integrations** means external applications or services that connect to or interact with the Platform (via API or other methods), subject to their own terms and privacy notices.

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

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

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

**Upgrade** means a major version upgrade of any Platform software.

**Usage Metrics** means aggregate measures of how the Platform is used (e.g., page views, API calls, active users) that the Provider may analyse to improve performance and features.

**User** means any person who interacts with the website.

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

**Vulnerability Disclosure Policy** means the Provider's published process for reporting security vulnerabilities responsibly, including expected timelines and communication channels.

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

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

You, your means the Member or the Provider.