

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 (v23) are effective from 1 April 2021. For more details, visit the Help Centre or contact us by phone on 1300 762 515 or email support@mycommunitydirectory.com.au.

Summary of the Standard Terms & Conditions

To meet our vision of high quality transparent agreements, we have developed standard terms across all agreements.

Standard Terms and Conditions survive Membership Periods and remain in force

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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.

2. Use of Data and Attribution (Standard Term)

Members can download Data in different formats about Services within their operational Core Business. Data and Information is Password protected and accessed for use under the Information 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.

3. Data Provision & Requirements (Standard Term)

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 license to the Data provided.
- Once data has been provided, The Platform Administrator and Platform Provider become Custodians of data as Custodians of the Community Information Exchange.
- The Platform Provider and the Member or Data Provider commit to making every reasonable effort to keep the Information as accurate as possible, and to correct any misleading or incorrect Information once they become aware of an error.
- Ongoing access to Data requires ongoing Membership.
- Data will remain part of the Community Information Exchange even if Membership ends or is terminated. Data use requirements survive beyond the agreement.
- If 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. Disagreement or Conflicts (Standard Term)

If a dispute between the parties to this agreement arises out of or in connection with this agreement, then the aggrieved party is expected to make reasonable efforts to resolve it directly with the other party. Failing this, the aggrieved must deliver by email to the respective Chair of the Board by email, registered post or by hand a notice of dispute which adequately identifies and provides details of the dispute.

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

5. 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. Definitions

Standard Terms and conditions

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

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

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

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

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

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

Add On means A feature that can be purchased by Members but not included as a standard membership feature.

Administrator means The group of people who manage and maintain:

- the currency of data in,

- the performance, monitoring and operations of, and
- the development of the platform.

The Administrator is Community Information Support Services Ltd.

Basic Features limited features viewable on the Platform

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

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

Charges means the following amounts:

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

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

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

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

Cookies means a small data file that we transfer to your computer's hard disk for record-keeping purposes. We use cookies for two purposes. First, we utilize persistent cookies to save your login information for future logins to the Site and Application. Second, we utilize 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.

Contractor means a contracted service provider operating an independent business

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

Council means local area government

Community means group of people within a specific region

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

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

Primary Source system means the information system used and identified as the primary

source of the data being captured / reported. It is usually the first system that the data is captured in before it flows to other downstream systems or is re-entered in other secondary systems.

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

Data Resource means data in a format that can be used for other purposes **Data View** means visual access to information contained in the Directory **Diary** means the Data displayed and managed by the platform
Directory means the Data displayed and managed by the Platform

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

Force Majeure Event 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, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars];

Editorial Discretion means the power of making decisions, a decision without consultation

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

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

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

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

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

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

GST – means Goods and services taxes (GST)

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

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

Log Data means 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 our Site and Application, pages of our Site and Application that you visit, the time spent on those pages, information you search for on our Site and Application, access times and dates, and other

statistics.

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

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

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

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

Member Account – the account for Members issued as part of the membership

Member Confidential Information means:

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

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

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

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

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

Membership Level means the access rights which may incur Charges

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

Membership Termination means an action carried out by us for breach of these Terms & Conditions

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 activity that does not result in an economic gain by the

organiser of the activity

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

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

Obligations means what is expected of you

Our, We, Us means My Community Directory Pty Ltd ABN 18 136 511 512. My Community Directory is the owner and operator of the Platform.

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

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

Permitted Purpose means and agreed upon activity.

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

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

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

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

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

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

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

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

Resource means a useful tool

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

Service/s means any services that the Provider provides to the Member or User, or has an

obligation to provide to the Customer, under this Agreement;

Spam Act means the Span ACT 2003 (Cth)

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

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

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

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

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

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

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

Terms & Conditions means the specific information, restrictions about your membership and the use of the platform

Term means the term of this Agreement or MoU

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

Upgrade means a major version upgrade of any Platform software.

User means any person who interacts with the website

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

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

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

You, your means the Member

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