

## F3P Platform Access Conditions

### 1. OUTLINE

- 1.1 These Platform Access Conditions govern your use of and access to the Platform.
- 1.2 By using the Platform, you agree to the Platform Access Conditions.
- 1.3 If you do not agree to the Platform Access Conditions, you may not use the Platform.
- 1.4 We may change, vary or modify all or part of these Platform Access Conditions at anytime at our sole discretion.
- 1.5 If we adopt new Platform Access Conditions:
- 1.5.1 we will post the new Platform Access Conditions on the Platform; and
- 1.5.2 they will thereupon apply to your use of and access to the Platform through your acceptance of them by subsequent or continued use of the Platform.
- 1.6 It is your responsibility to check these Platform Access Conditions periodically for changes.
- 1.7 If you object to any variation to these Platform Access Conditions, your only remedy is to immediately discontinue your use of the Platform.
- 1.8 By using the Platform, you affirm that you are 18 years or over or otherwise possess legal parental or guardian consent.
- 1.9 As long as you comply with these Platform Access Conditions, we grant you a personal, non-exclusive, non-transferable, limited right to enter and use the Platform. For the avoidance of doubt, such right of use does not extend to any use for which a subscription is required (whether for payment of fees or for demonstration purposes). Any such rights of use are governed by the relevant Product + Services Conditions.
- 1.10 These Platform Access Conditions were last updated on 23 November 2015.

### 2. PRIVACY

- 2.1 The Privacy Policy applies to your use of the Platform and its terms form an integral part of these Platform Access Conditions.
- 2.2 The Privacy Policy may be changed from time to time and is effective immediately upon posting such changes on the Platform.
- 2.3 The Privacy Policy can be found at the Platform.
- 2.4 You acknowledge and agree that transmissions on the internet are never completely private or secure and you understand that any message or information you send to or download from the Platform (where permitted) may be read or intercepted by others.

### 3. PRODUCT + SERVICES

- 3.1 The Product + Services Conditions apply to purchases of Products + Services and to the use of specific portions or features of the Platform.
- 3.2 You agree to abide by such Product + Services Conditions.
- 3.3 Our obligations, if any, with regard to the Products + Services are governed solely by the Product + Services Conditions pursuant to which they are provided, and nothing on the Platform should be construed so as to alter such Product + Services Conditions.

- 3.4 We may make changes to any Products + Services offered on the Platform, at any time, without notice (except as may be applicable under relevant Product + Services Conditions).
- 3.5 The Content on the Platform with respect to Products + Services may be out of date, and we make no commitment to update such Content on the Platform.
- 3.6 Product + Services Conditions may be changed from time to time and are effective immediately upon posting such changes on the Platform.
- 3.7 Product + Services Conditions can be found on the Platform.

### 4. ACCESS TO PLATFORM

- 4.1 While we use reasonable endeavours to ensure that the Platform is available continuously, we do not make any representations or warranties that your access will be uninterrupted, timely, secure, error free, or that any defects will be corrected, or that your use of the Platform will provide specific results or benefits.
- 4.2 The Platform and its Content is delivered on an as-is and as-available basis.
- 4.3 Your access to the Platform may be suspended without notice in the case of system failure, maintenance or repair, or any reason beyond our control.
- 4.4 Except as expressly provided otherwise in the Platform Access Conditions, we reserve the right to change or discontinue any website, page, functionality, feature or service (or part thereof) on the Platform at any time.
- 4.5 We cannot ensure that any files or other data you download from the Platform (if you are permitted to do so) will be free of viruses or contamination or destructive features.

### 5. PLATFORM CONTENT

- 5.1 The Platform contains Content that is protected by our Intellectual Property Rights.
- 5.2 Except as expressly provided otherwise in the Platform Access Conditions or any relevant Product + Services Conditions, you do not have any right, title or interest in or right of use of any Content on the Platform.
- 5.3 Except as expressly provided in these Platform Access Conditions or any relevant Product + Services Conditions, no part of the Platform or Content (other than a temporary copy held in your computer's cache) may be copied, stored, altered, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including mirroring) to any other computer, server, website or other medium for publication or for any commercial enterprise or use, without our express prior written consent.
- 5.4 You may use information on our Products + Services purposely made available by us for downloading from the Platform, provided that you:
- 5.4.1 do not remove any proprietary notice language in copies of such documents;
- 5.4.2 (except where expressly permitted) use such information only for your personal, non-commercial informational purpose

- and do not copy or post such information on any networked computer of broadcast it in any media; and
- 5.4.3 make no modifications to any such information.

### 6. REGISTRATION OF USERS

- 6.1 To access or use certain parts of the Platform, you may be required to register as a user and open an account (including setting up an identification name (ID) and password) and agree to terms and conditions.
- 6.2 When registering as a user of the Platform, you must:
- 6.2.1 provide us with accurate, complete and up-to-date registration information, as requested;
- 6.2.2 provide us with a form of identification to verify your identity, as requested; and
- 6.2.3 inform us of any changes to your registration information.
- 6.3 When registering as a user of the Platform, you must not:
- 6.3.1 register as a user multiple times; or
- 6.3.2 impersonate or create a user registration for any person other than yourself.
- 6.4 As a registered user of the Platform, you must:
- 6.4.1 ensure the security and confidentiality of your user registration details, including any username and/or password assigned to you;
- 6.4.2 notify us immediately if you become aware of any unauthorised use of your user details; and
- 6.4.3 not permit your user details to be used by or transferred to any other person.
- 6.5 You are entirely responsible for all and any activities which occur under your user details as a result of your failing to keep your information secure and confidential (including unauthorised use of your credit card or other payment details).
- 6.6 We reserve the right to, in our sole discretion, suspend or terminate your use or access to all or any part of the Platform, including if you have breached the Platform Access Conditions or Product + Services Conditions or are no longer an active user of the Platform.

### 7. USE OF THE PLATFORM

- 7.1 You must not:
- 7.1.1 use the Platform in breach of any applicable laws or regulations;
- 7.1.2 use the Platform (or Content obtained from the Platform):
- to transmit (or authorise the transmission of) "junk mail," "chain letters," unsolicited emails, instant messaging, "spimming," or "spamming";
  - to impersonate any person or entity;
  - to solicit money, passwords or personal information from any person;
  - to harm, abuse, harass, stalk, threaten or otherwise offend others; or

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<p>7.1.3 e) for any unlawful purpose; use the Platform to upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) any Material that:</p> <p>a) is not your original work, or which in any way violates or infringes (or could reasonably be expected to violate or infringe) the intellectual property or other rights of another person;</p> <p>b) contains, promotes, or provides information about unlawful activities or conduct;</p> <p>c) is, or could reasonably be expected to be, defamatory, obscene, offensive, threatening, abusive, pornographic, vulgar, profane, indecent or otherwise unlawful, including Material that racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;</p> <p>d) exploits another person in any manner;</p> <p>e) contains nudity, excessive violence, or sexual acts or references;</p> <p>f) includes an image or personal information of another person or persons unless you have their consent;</p> <p>g) poses or creates a privacy or security risk to any person;</p> <p>h) you know or suspect (or ought reasonably to have known or suspected) to be false, misleading or deceptive;</p> <p>i) contains large amounts of untargeted, unwanted or repetitive content;</p> <p>j) contains restricted or password only access pages, or hidden content;</p> <p>k) contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware;</p> <p>l) advertises, promotes or solicits any goods or services or commercial activities (except where expressly permitted or authorised by us); or</p> <p>m) contains financial, legal, medical or other professional advice;</p> <p>7.1.4 interferes with, disrupt, or creates an undue burden on the Platform or any systems, or networks connected to the Platform;</p> <p>7.1.5 use any deep-link, page-scrape, robot, spider, or other automatic device, program, algorithm, or methodology or any similar process to retrieve, index, or in any way reproduce, modify or</p>	<p>7.1.6 use the Platform with the assistance of any automated scripting tool or software;</p> <p>7.1.7 frame or mirror any part of the Platform without our prior written authorisation;</p> <p>7.1.8 use code or other devices containing any reference to the Platform to direct other persons to any other web page;</p> <p>7.1.9 attempt to gain unauthorised access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any of our servers, or to any of the Products + Services offered on or through the Platform, by hacking, password mining or any other illegitimate means;</p> <p>7.1.10 probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform;</p> <p>7.1.11 reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Platform to its source, or exploit the Platform or any service or information made available of offered through the Platform, in any way where the purpose is to reveal any information, as provided for by the Platform;</p> <p>7.1.12 use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform or with any other person's use of the Platform;</p> <p>7.1.13 except to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Platform or cause any other person to do so; or</p> <p>7.1.14 delete any attributions or legal or proprietary notices on the Platform.</p>	<p>circumvent the navigational structure, security or presentation of the Platform;</p> <p>which you may have in respect of the Material.</p> <p>8.2 We reserve the right (but have no obligation) to:</p> <p>8.2.1 review, modify, reformat, reject or remove any Material which you upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) that, in our opinion, violates the Platform Access Conditions or otherwise has the potential to harm, endanger or violate the rights of any person; and</p> <p>8.2.2 monitor use of the Platform, and store or disclose any information that we collect, including in order to investigate compliance with the Platform Access Conditions or for the purposes of any police investigation or governmental request.</p> <p>8.3 We are not responsible for, and accept no liability with respect to, any Material uploaded, posted, transmitted or otherwise made available on the Platform by any person other than us.</p> <p>8.4 We do not collect, record or extract any information (including personal information) from your documents or any third party documents uploaded for storage. You accept all responsibility in relation to such documents being stored by us. Any personal information contained in such documents, if any, will be managed in accordance with our Privacy Policy.</p> <p>8.5 For the avoidance of doubt, we will not be taken to have uploaded, posted, transmitted or otherwise made Material available on the Platform simply by facilitating others to post, transmit or make Material available, nor do we endorse any opinion, advice or statement made by any person other than us.</p>
<p><b>9. THIRD PARTY WEBSITES + ADVERTISING</b></p>		
<p>7.1.4</p> <p>7.1.5</p>	<p><b>8. MATERIAL OF USER</b></p> <p>8.1 By uploading, transmitting, posting or otherwise making available any Material via the Platform (where permitted), you:</p> <p>8.1.1 grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form and for any purpose;</p> <p>8.1.2 except where expressly stated otherwise, also grant each user of the Platform a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form for any purpose;</p> <p>8.1.3 warrant to us that you have the right to grant the above mentioned licences;</p> <p>8.1.4 warrant to us that the Material does not breach the Platform Access Conditions; and</p> <p>8.1.5 unconditionally waive all moral rights (as defined by the <i>Copyright Act 1968</i>)</p>	<p>9.1 The Platform may feature or display links and pointers to websites operated by third parties, which are provided solely as a convenience to you. Such websites do not form part of the Platform and are not under our control. We do not accept any responsibility in connection with any such website. If you link to any such websites, you leave the Platform entirely at your own risk.</p> <p>9.2 You must not link to the Platform from any other website (or otherwise authorise any other person to link from a third party website to the Platform) without our prior written consent.</p> <p>9.3 The Platform may feature or display third party advertising. By featuring or displaying such advertising, we do not in any way represent that we recommend or endorse the relevant advertiser, its products or services.</p> <p>9.4 If you contact a person using functionality provided on the Platform, including via e-mail, we do not accept any responsibility for any communications or transactions between you and the relevant person.</p> <p>9.5 From time to time, we may promote, advertise, or sponsor functions, events, offers, competitions or other activities that may be conducted offline and may be conducted by third parties. You participate in any such activities</p>

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entirely at your own risk. We do not accept any responsibility in connection with your participation in activities conducted by any third party. These communications and/or activities may be subject to separate terms and conditions and are conducted in accordance with the terms of the Privacy Policy.

### 10. CONTENT DISCLAIMER

10.1 You assume total responsibility for your use of the Platform and any linked independent third-party websites.

10.2 Except where expressly stated otherwise, Content on the Platform is provided as general information only. It is not intended as advice and must not be relied upon as such. You should make your own inquiries and take independent advice tailored to your specific circumstances prior to making any decisions.

10.3 We do not make any representation or warranty that any Content on the Platform will be reliable, accurate or complete, nor do we accept any responsibility arising in any way from errors or omissions.

10.4 We will not be liable for loss or damage suffered or incurred by you where that loss or damage results from any action or decision by you in reliance on the Content on the Platform, nor any interruption, delay in operation or transmission, virus, communications failure, Internet access difficulties, or malfunction in equipment or software.

10.5 You acknowledge that we are not responsible for, and accept no liability in relation to, any other users' use of, access to or conduct in connection with the Platform in any circumstance.

### 11. EXCLUSIONS + LIMITATIONS

11.1 All express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), relating to these Platform Access Conditions, that are not contained in it, are excluded to the fullest extent permitted by law.

11.2 Any liability arising in relation to your use of the Platform, however arising and whether for direct, indirect, special, consequential loss or otherwise, including any liability arising by virtue of any representation or warranty, whether express or implied by law, is hereby excluded to the fullest extent permitted by law.

### 12. NOTICE OF INFRINGEMENT

12.1 If you think that the Platform has been accessed or used by another user in breach of the Platform Access Conditions, please email us at [customer.service@F3P.com.au](mailto:customer.service@F3P.com.au).

12.2 If you wish to send us a copyright infringement notification, you will need to identify the Content or Material(s) that you believe infringe(s) your copyright, identify each copyright protected work in which you own the rights and which you believe has been infringed, identify how each copyright protected work has been or is being infringed and include your contact information.

12.3 You will need to sign the notice and send it to [customer.service@F3P.com.au](mailto:customer.service@F3P.com.au).

### 13. GENERAL

13.1 **Indemnity:** You indemnify and keep us indemnified in respect of all damages, losses, costs

and expenses (including legal costs) that we may incur as a result of your use of, access to, or conduct in connection with the Platform, including any breach of these Platform Access Conditions.

13.2 **Lawful purpose:** You shall ensure that the Platform is used only for lawful purposes and in accordance with any applicable laws.

13.3 **Binding:** These Platform Access Conditions shall bind our successors, administrators and permitted assigns and your executors and permitted assigns, or, being a company, its successors, administrators and permitted assigns.

13.4 **Assignment:** We may assign, transfer and/or sub-contract our rights and/or obligations (in whole or in part) under these Platform Access Conditions. You may not assign, transfer, hold on trust or otherwise delegate any of your rights or obligations under these Platform Access Conditions without our prior written consent.

13.5 **Severability:** Each clause in these Platform Access Conditions is severable and if any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.

13.6 **Waiver:** No failure, delay, relation or indulgence on our part in exercising any power, right or remedy precludes any other or further exercise of that or any other power, right or remedy.

13.7 **Governing law:** These Platform Access Conditions shall be governed by the laws of the State of New South Wales.

### 14. INTERPRETATION + DEFINITIONS

14.1 **Personal pronouns:** Except where the context otherwise provides or requires:

14.1.1 the terms **we**, **us** or **our** refers to the NSW Business Chamber Limited or relevant Affiliated Entities (as the case may be or context requires); and

14.1.2 the terms **you** or **your** refers to a user of the Platform.

14.2 **Defined terms:** In these Platform Access Conditions, unless otherwise provided, the following terms shall have their meaning as specified:

**ABCS** means Australian Business Consulting & Solutions a division of the NSW Business Chamber.

**Affiliated Entities** means NSW Business Chamber Limited 's subsidiaries, affiliates, associated entities and relevant partners as the case may be or the context requires from time to time.

**Content** means all text, graphics, user interfaces, visual interfaces, photographs, illustrations, audio, video, trademarks, logos, sounds, music, artwork and computer code including but not limited to the design, structure, selection, coordination, expression, look and feel and arrangement of such content contained on the Platform which is owned controlled or licensed by or to us and is protected by Intellectual Property Rights.

**Intellectual Property Rights** means all forms of intellectual property rights (whether registered or unregistered) in copyright, designs, patents, trade marks, domain names, trade secrets, know-how, confidential information, and all other similar proprietary rights and all extensions and renewals

thereof anywhere in the world which currently exist and/or are recognised in the future.

**Material** means any material in which you have Intellectual Property Rights provided by you for use on the Platform or in the production, development and supply of the Products + Services to you including, but not limited to, text, illustrations, photographs, audio, video, any combination of these or other material.

**NSW Business Chamber** means NSW Business Chamber Limited (ACN 000 014 504) of 140 Arthur Street, North Sydney, NSW 2060.

**Platform Access Conditions** means these terms and conditions of access to the Platform and any additional terms, conditions, notices and disclaimers displayed elsewhere on the Platform, as amended from time to time.

**Platform** means our website at [f3p.com.au](http://f3p.com.au) including its sub-domains and database.

**Privacy Policy** means the privacy policy of ABCS and its Affiliated Entities, as amended from time to time.

**Products + Services** means the supply of products and services of or by ABCS or Affiliated Entities applicable to your membership or purchased or contracted by you, from time to time either through the Platform or otherwise.

**Product + Services Conditions** means relevant and applicable terms and conditions for the supply of products and services of or by ABCS or Affiliated Entities applicable to your subscription or membership or purchased or contracted by you, as amended from time to time.