



# Community Information Support Services 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:

- (a) the amounts specified in Schedules, MoUs
- (b) such amounts as may be agreed in writing by the parties from time to time; and
- (c) 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, trade marks, 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 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:

- (a) 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:
  - (i) was marked or described as "confidential"; or



- (ii) should have been reasonably understood by the Provider to be confidential;  
and
- (b) 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 Spam 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 analyze 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