

# Premium Workplace Content

## 1 The Terms

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### 1.1 What the Terms cover

The Terms are the terms on which we sell Subscriptions and Products to you via our website, which is hosted on the domain <https://www.mybusiness.com.au> (**Platform**).

### 1.2 Why you should read them

Please read the Terms carefully before you place any Order with us. The Terms tell you how we sell the Subscriptions to you, on what terms, what to do if there is a problem and other important information about your use of the Platform and will be binding on you in accordance with clause 1.4 below.

### 1.3 Changes to the Terms

Subject to clause 5, we may change the Terms from time to time by giving you at least 45 days written notice of the change. We may need to make a change for any number of reasons, including changes to the Subscription benefits or the Platform's functionality or to address regulatory requirements.

### 1.4 When the Terms become binding on you

You agree to the Terms and that they are binding on you on the earliest of you:

- (a) logging into the Platform using a Member Account; and
- (b) placing an Order.

## 2 Our relationship with you

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### 2.1 You

You are 18 years of age or older.

### 2.2 How to contact us

You can contact us in relation to an Order (and as suggested in the Terms) by phone on 13 26 96, by email at [onlinesupport@mybusiness.com.au](mailto:onlinesupport@mybusiness.com.au) or by writing to us at:

Attention: My Business - Product and Operations Department

NSW Business Chamber Limited  
8 Chifley Square  
Sydney NSW 2000

### **2.3 How we may contact you**

If we have to contact you we will do so using the telephone number, email address and/or postal address that you provide us by creating a Member Account or when placing an Order.

## **3 Membership and your Member Account**

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### **3.1 Becoming a Member**

You must first apply and be admitted as a Member of My Business before you can purchase a Subscription. You can apply to become a Member and open a Member Account by visiting <https://www.mybusiness.com/> and clicking 'Join for Free' at the top of the page and then following the prompts to complete the membership application process. On completion of the membership application process you will be provided with login details for your Member Account.

The *Membership Terms and Conditions*, accessible at <https://www.mybusiness.com/membership-terms-and-conditions>, and My Business' *Constitution*, accessible at <https://www.businessnsw.com/about/Governance/constitution>, apply to you on your becoming a Member whether or not you purchase a Subscription. The Membership Terms and Conditions do not form part of these Terms.

### **3.2 Logging into your Member Account**

To purchase a Subscription you must first log into your Member Account. You do so at the login page which is accessible by visiting <https://www.businessnsw.com/> and clicking 'Login' at the top of the page.

### **3.3 You must keep your login details confidential and safe**

You must keep your login details safe and must not share them with any person other than Authorised User(s). You are responsible for any actions of your Authorised User(s) and/or taken using your Member Account or under any Subscription, whether or not they are taken by the Member or any Authorised Users. If you lose or forget your login details or notice any suspicious activity associated with your Member Account, you must notify us immediately using the contact details in clause 2.2.

You must not use any other person's login details to access the Platform (except where you are an Authorised User of a Member and you use that Member's login details to access the Platform).

### **3.4 Maintaining your Member Account**

You can edit the details associated with your Member Account on the Platform by logging in using your login details and clicking 'My Account'. You must always keep these details up to date.

## **4 Ordering and purchasing Subscriptions and Products**

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### **4.1 Free articles**

If you are not a Member, the Platform allows you to access articles, not Premium Content. If you are a Member, the Platform allows you to access up to three articles which are Premium Content, before you need a Subscription.

### **Ordering a Subscription**

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You can place an Order for a Subscription by:

- (a) selecting a Subscription option on the Platform; and
- (b) clicking the 'Complete Purchase' button and making successful payment of the total purchase price.

Doing so constitutes your offer to us to purchase the Subscription at the price indicated.

### **4.2 Ordering a Product**

You can place an Order for a Product by:

- (a) adding a Product to your 'cart'; and
- (b) clicking the 'Complete Purchase' button and making successful payment of the total purchase price.

Doing so constitutes your offer to us to purchase the Products in your 'cart' at the price(s) indicated.

### **4.3 How we will accept your Order**

Our acceptance of your Order is subject to payment of the associated price and will take place when you receive an email from us notifying you that we have accepted your Order. Please contact us by phone on 13 26 96 or by email at [onlinesupport@mybusiness.com](mailto:onlinesupport@mybusiness.com) if you have not received an email confirming your Order from us within 24 hours of placing your Order.

### **4.4 If we cannot accept your Order**

If we are unable to accept your Order for any reason we will inform you of this by email and cancel your Order. This might occur because of limits on our computing resources or an unexpected technical error.

### **4.5 Your Order number**

Your Order will be assigned a unique transaction ID which we will include on any email we send pursuant to clauses 4.3 or 4.4. If you contact us about any Order, we may require you to quote the relevant transaction ID number.

## **5 Changes to your Subscription**

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### **5.1 You can upgrade your Subscription at any time**

At any time you have the option to upgrade your Subscription. You can do this by logging into your Member Account, clicking 'My Account' and, in the 'Library' tab clicking the 'Upgrade' button on your existing Subscription. You will then be guided through the Ordering process described in clause 4.2.

## **5.2 We may make minor changes to your Subscription and/or the Products**

At any time we may make minor changes to any Product and/or the benefits associated with a Subscription:

- (a) to improve the Subscription package or Product to be more useful to Members in general; or
- (b) to update the Subscription package or Product so it continues to accurately reflect relevant laws and regulatory requirements, which may change over time.

## **6 Providing Subscriptions and Products to you**

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### **6.1 When we will provide Ordered Subscriptions and Products to you**

If your Order is a:

- (a) Subscription—you can access the Premium Content associated with that Subscription as soon as you pay the total price for the Order, the Order is accepted by us and for as long as the Subscription remains current;
- (b) one-off Product purchase of digital content (e.g. a downloadable business template)—you can access the digital content as soon as you pay the total price for the Order and the Order is accepted by us; or
- (c) one-off Product entitlement to a service or other benefit (e.g. use of an advice line, document review service or professional advice)—you will be able to access the service within a reasonable time given the nature of the service and we will contact you with further information.

### **6.2 Cancellation of the Subscription for convenience by us**

We may cancel your Subscription at any time by giving at least 30 days' notice in writing. In such event, you will receive a refund of the value of the benefit or service you have paid for but not received.

### **6.3 Cancellation of the Subscription for breach**

- (a) We may cancel or otherwise terminate your Subscription by giving you notice if you have breached the Terms and that breach is significant and incapable of remedy or is capable of remedy and you have failed to remedy that breach within 14 days of being requested in writing to remedy the breach.
- (b) You may cancel or otherwise terminate your Subscription by giving us notice if we have breached the Terms and that breach is significant and incapable of remedy or is capable of remedy and we have failed to remedy that breach within 30 days of being requested in writing to remedy the breach.

## **7 Price and payment**

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### **7.1 Where to find the price for a Subscription or Product**

Each of the Subscriptions and Products offered on the Platform will be clearly marked with its price. Unless otherwise noted all prices are displayed in Australian dollars inclusive of GST.

### **7.2 When and how to pay**

When you 'check out' your cart on the Platform you will be provided with payment options. You will be required to pay for a Subscription or Product before you will be able to access or obtain it. In addition to the price of any Subscriptions and Products you must also pay us any applicable GST, which is included in the total price of your cart. After making successful payment of the total price of your cart the Platform will generate and automatically email you an invoice for the completed transaction.

### **7.3 Automatic payments and cancellation by you for convenience**

On the notified date of expiry, if your Subscription is for full unlimited access to all Premium Content, your Subscription will automatically renew unless you cancel it prior to that date. You can cancel the automatic renewal of your Subscription at any time by logging into your Member Account using your login details, clicking 'My Account' and, under the 'Library' tab, de-selecting the 'Auto-Renew' toggle against your Subscription.

The Subscription cancellation will come into effect at the end of your current Subscription period, so you can continue to enjoy full access to the applicable benefits until that date.

You may also cancel your Subscription at any time by contacting giving us:

- (c) at least 30 days' notice of cancellation; or
- (d) notice if we have breached the Terms and that breach is significant and incapable of remedy or is capable of remedy and we have failed to remedy that breach within 30 days of being requested in writing to remedy the breach.

### **7.4 Refunds**

If a Subscription or Product breaches a consumer guarantee under the Australian Consumer Law you may have the right to request a refund. Otherwise and except as required by these Terms, amounts paid for any Subscription or Product are not refundable.

## **8 Responsibility for loss or damage**

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### **8.1 Liability for indirect loss**

Neither you nor we are liable or responsible for any loss or damage that is not foreseeable or for any consequential loss or damage. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us.

### **8.3 Application of the Australian Consumer Law**

We have certain obligations and you have certain rights under the Australian Consumer Law. We do not exclude or limit our liability to you where it would be unlawful for us to do so under that law or any other Australian law. Under the Australian Consumer Law, consumer guarantees apply in respect of Orders of goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption.

Pursuant to section 64A of the Australian Consumer Law, the following applies in respect of any of the goods or services supplied under the Terms which are not of a kind ordinarily acquired for personal, domestic or household use or consumption (unless you establish that our reliance on the following would not be fair and reasonable). Liability for breach of a guarantee conferred by the Australian Consumer Law, other than those conferred by sections 51 to 53 of the Australian Consumer Law, is limited:

- (a) in the case of goods, to any one of the following as determined by us:
  - (i) the replacement of the goods or the supply of equivalent goods;
  - (ii) the repair of the goods;
  - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - (iv) the payment of the cost of having the goods repaired; and
- (b) in the case of services, to any one of the following as determined by us:
  - (i) the supplying of the services again; or
  - (ii) the payment of the cost of having the services supplied again.

#### **8.4 Our total liability to you**

Except to the extent that we have engaged in criminal or deliberate misconduct, our total liability to you under the Terms, in negligence and/or otherwise, is limited to \$50,000.

## **9 Rules about your use of the Platform**

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You must not and must ensure that your Authorised User(s) that use your Member Account or any Subscription do not, and you and your Authorised User(s) must not attempt to, change, add to, remove, deface, hack or otherwise interfere with the operation of the Platform or any material or content displayed on the Platform unless you are authorised by us to do so.

Subject to clause 4.1, if you do not have an active Subscription you must not (and must not attempt to) access any Premium Content.

You must not:

- (a) impersonate another person on the Platform;
- (b) provide inaccurate information about your identity on the Platform;
- (c) do anything unlawful, misleading, fraudulent or for an illegal or unauthorised purpose;
- (d) interfere with or impair the operation of the Platform or other individuals' legitimate use of the Platform;
- (e) use or attempt to use any automated computer program (e.g. a bot or web scraper) to access the Platform;
- (f) enter, upload or post any content to the Platform that is bullying, harassing, defamatory, objectionable or explicit in nature;
- (g) attempt to buy, sell or transfer your Subscription, Member Account or login details to another person;
- (h) post private or confidential information about yourself or any other person; or
- (i) use the Platform to violate any other person's rights, including intellectual property or moral rights.

## **10 Availability and downtime**

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We do our best to ensure the Platform is accessible at all times. However, from time to time the Platform may not be accessible or may suffer service degradation due to scheduled maintenance such as software patches, platform upgrades and configuration changes, disaster recovery operations and/or failures or service degradation of third party systems outside the Platform infrastructure or beyond our reasonable control. We will do our best to schedule maintenance outside of business hours and provide reasonable notice of such maintenance. If, as a result of

the Platform being inaccessible, there has been a material degradation in the benefits afforded by Cyber, we will refund the value of the benefit or service you have paid for but not received.

## **11 Content and intellectual property**

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### **11.1 Content on the Platform is not professional advice**

Content on or available via the Platform, including content in Products, does not constitute legal, financial or business advice, is not intended as a substitute for and should not be relied on as such. You should seek professional legal, financial or business advice (as appropriate) in relation to your business' circumstances.

### **11.2 Who owns intellectual property?**

Unless otherwise noted, all intellectual property rights in software in the Platform including any source code in the Platform, any visual content or copy displayed on the Platform and the My Business logo are our property (or property of our licensors). You agree not to reproduce, transmit, distribute, disseminate, sell, publish, broadcast or circulate materials comprising the Platform or any of our intellectual property without our express prior written consent.

### **11.3 Intellectual property rights in content**

For all Products and if your Subscription includes access to Premium Content in the form of articles, guides, videos, podcast episodes and/or webinar recordings, we (and/or, as applicable, our licensees) reserve all intellectual property rights in such.

However, for business templates that constitute or comprise intellectual property, your 'purchase' of (or, under a Subscription, access to) such content means that we grant to you as a Member (and your use is subject to) a non-exclusive, non-transferable, revocable, worldwide licence to use, copy and/or exploit our intellectual property rights in that template for your internal business use. This licence allows you to customise the document to suit your needs. However, this licence does not include a right to sub-license, on-sell or re-sell any template or other content obtained from the Platform in whole or part.

### **11.4 Third party websites**

The Platform and digital content accessible or downloadable from the Platform may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, we do not control, endorse, sponsor or approve any such third party websites or their content. We do not provide any warranty or take any responsibility for any aspect of those websites or their content.

## **12 Your privacy**

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### **We and you are subject to the Privacy Act and the Privacy Policy**

We are subject to and will comply with the Privacy Act and our Privacy Policy, which is accessible at <https://www.mybusiness.com/privacy-policy>. By accessing the Platform or providing any personal information to us you acknowledge that we will collect, use and disclose your personal information (as operator of the Platform) in accordance with our Privacy Policy.

## **13 Other terms**

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### **13.1 Nobody else has any rights under the Terms**

The Terms are between you and us. No other person has any rights to enforce any of its terms.

### **13.2 Delay in enforcing the Terms**

Neither you nor us (**first party**) is taken to waive any right the first party has under the Terms because the first party does not immediately insist that the other party does what they are required to do under the Terms or the first party delays in take a step to enforce their right. A waiver is only effective if it is giving in writing and signed by the party entitled to waive the right.

### 13.3 Which law applies to the Terms and where you may bring legal proceedings

The Terms are governed by the laws applicable in the State of New South Wales. Both you and we are subject to the jurisdiction of the courts of the State of New South Wales.

Should a dispute, controversy or claim arise between you and us out of, relating to or in connection with the Terms, both parties must first negotiate in good faith to resolve the dispute. If (and only if) the dispute is not resolved after 15 Business Days of negotiation either party may submit the dispute to arbitration at the Australian Disputes Centre (**ADC**). The arbitration will be conducted in Sydney in accordance with the ADC Rules for Domestic Arbitration operating at the time the dispute is referred to ADC (**ADC Rules**).

Nothing in this clause 13.3 prevents either you or us from seeking urgent equitable relief before an appropriate court.

### 13.4 Matters outside of a party's control

Neither you nor we will be liable for a delay or failure to perform an obligation under the Terms (other than an obligation to pay money) to the extent that failure is caused by an event or circumstance beyond the reasonable control of the party who has the obligation. If there is a substantial failure to deliver or substantial delay in the provision of the Subscription benefits, you may contact us to cancel your purchase of the Subscription and receive a refund of the value of the benefit or service you have paid for but not received.

## 14 Definitions

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In the Terms unless the context otherwise requires:

<b>Australian Consumer Law</b>	means Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth);
<b>Authorised User</b>	means an employee or officer of the Member who has been expressly authorised by that Member to access and/or operate the Member's Member Account on behalf of the Member and who has agreed to the Terms prior to accessing the Platform;
<b>Business Day</b>	means a weekday that is not a public holiday in the State of New South Wales;
<b>Member</b>	means an entity (whether an individual, body corporate or otherwise) that, under and in accordance with the terms of our <i>Membership Terms and Conditions</i> <a href="https://www.mybusiness.com/membership-terms-and-conditions">https://www.mybusiness.com/membership-terms-and-conditions</a> , and our <i>Constitution</i> <a href="https://www.businessnsw.com/about/Governance/constitution">https://www.businessnsw.com/about/Governance/constitution</a> is a member of My Business and has a Member Account;
<b>Member Account</b>	means the account you may use to access and interact with the Platform and purchase a Subscription;
<b>Membership</b>	means the status of being a Member;



**My Business,  
we, our or our**

means NSW Business Chamber Limited (ABN 63 000 014 504) whether we trade under the trading name 'My Business', 'Business NSW' or another trading name;

<b>Order</b>	means a request by you to take out a Subscription or purchase a Product via the Platform;
<b>Platform</b>	has the meaning given to that term in clause 1.1;
<b>Premium Content</b>	means any Product access to which is, subject to clause 4.1, restricted by us to authenticated Members with an active Subscription and their Authorised User(s) (i.e. 'subscriber-only' content);
<b>Privacy Act</b>	means the <i>Privacy Act 1988</i> (Cth);
<b>Product</b>	means digital content (including Premium Content) and/or a service (access to which we may or may not offer as a benefit associated with a Subscription) that we offer to you for purchase on the Platform;
<b>Subscription</b>	means an arrangement to obtain access to Premium Content (as per the Subscription option detailed in the Order) as a Member for a specific period of time; and
<b>you</b>	means you as a Member or as the Authorised User, as the case may be.