

Premium Workplace Content

1 The Terms

1.1 What the Terms cover

The Terms are the terms on which we sell Products to you.

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 Products 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 by giving you at least 30 days' written notice. We may do this for reasons including changes to Product benefits, Platform functionality or regulatory requirements. We may make a change immediately on written notice if the change is required by law, addresses security concerns, prevents misuse of the Platform, or is not materially adverse to you.

1.4 When the Terms become binding on you

You agree to the Terms and that they are binding on you in accordance with clause 4.1.

2 Our relationship with you

2.1 You

You must be 18 years of age or older to purchase a Product.

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 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

3.1 Becoming a Member

You must first apply and be admitted as a Member of My Business before you can access a Product. You can apply to become a Member and open a Member Account by visiting <https://www.mybusiness.com.au> 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.au/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 Product. The Membership Terms and Conditions do not form part of these Terms.

3.2 Logging into your Member Account

To access a Product you must log into your Member Account. You do so at the login page which is accessible by visiting <https://www.mybusiness.com.au> 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 Product, 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 Products

4.1 Ordering a Product

- (a) You can enquire about a Product by clicking the 'Enquire Now' button at <https://www.mybusiness.com.au/business-support/premium-workplace-content> or otherwise contacting us using the contact details in these Terms.

- (b) After we receive your enquiry, a member of our team will contact you to discuss the Product, confirm your details and answer any questions you may have.
- (c) If you decide to purchase a Product, we will send you an email setting out the Product details, applicable price and the process for accepting these Terms. Your confirmation of acceptance constitutes your agreement to these Terms and your offer to purchase the Product at the price notified to you (Order).
- (d) We will issue an invoice or otherwise provide payment instructions for the Product. Issuing an invoice or payment instructions does not constitute acceptance of your Order. You must pay the applicable price for the Product in accordance with the invoice or payment instructions we provide.
- (e) Once payment has been received and your Order has been accepted, we will provide you with access to, or information about how to access, the Product.
- (f) We may provide reasonable onboarding or support information for the Product where this is included as part of the Product or as otherwise agreed with you.

4.2 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 if you have not received an email confirming your Order from us within 24 hours of placing your Order.

4.3 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.

4.4 Your Order number

Your Order will be assigned a unique invoice/order number. If you contact us about any Order, we may require you to quote the relevant invoice/order number.

5 Changes to your Product

5.1 You can upgrade your Product at any time

At any time you have the option to upgrade your subscription (where an upgrade is available) or purchase additional Products. You can do this by contacting the Online Support Team or your account executive.

5.2 We may make minor changes to the Products

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

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

6 Providing Products to you

6.1 How we will provide Products to you

We will provide the Product stated in your Order once the applicable price has been paid and we have accepted your Order, and only during the applicable Access Period.

6.2 Cancellation of Products for convenience by us

We may cancel your access to a Product associated with a 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 a Product for breach

- (a) We may cancel or otherwise terminate your access to a Product 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 purchase of a Product with a 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. You will receive a refund of the value of Product you have paid for but not received. Cancellation will come into effect at the end of the applicable Access Period, so you can continue to enjoy full access to the applicable benefits until that date.

7 Price and payment

7.1 Where to find the price for a Product

Each of the Products offered on the My Business website (<https://www.mybusiness.com.au/business-support/premium-workplace-content>) 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

If we decide to proceed with your Order, we will issue an invoice or otherwise provide payment instructions for the Product. You will be required to pay for a Product before you will be able to access or obtain it. In addition to the price of any Products you must also pay us any applicable GST, which is included in the total price.

7.3 Renewal by you for convenience

Yearly subscriptions do not automatically renew. Your access to a yearly subscription will expire at the end of the applicable Access Period. Your account executive may contact you before expiry of the applicable Access Period to discuss whether you wish to make a further purchase. Any further purchase will be subject to the terms and price notified to you at that time.

7.4 Refunds

If a 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 Product are not refundable.

8 Responsibility for loss or damage

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.

8.2 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.

8.3 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

You must not and must ensure that your Authorised User(s) that use your Member Account or any Product 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 access rights to a Product you must not (and must not attempt to) access that Product.

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 Product access rights, 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

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, we will refund the value of the benefit or service you have paid for but not received.

11 Content and intellectual property

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 that include access to Premium Content in the form of articles, guides, videos, podcast episodes and/or webinar recordings, we (and/or, as applicable, our licensors) reserve all intellectual property rights in that content.

However, for toolkits, business templates or other products that constitute or comprise intellectual property, your purchase of 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 content 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-licence, on-sell or re-sell any toolkit, 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

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.au/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

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 we (**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 taking a step to enforce their right. A waiver is only effective if it is given 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 providing a Product, you may contact us to cancel your purchase of the Product and receive a refund of the value of the benefit, access period or service you have paid for but not received.

14 Definitions

In the Terms unless the context otherwise requires:

Access Period	means, for a yearly subscription, the period of 12 months commencing on the date we accept your Order, unless a different access period is specified in the Order;
Australian Consumer Law	means Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth);
Authorised User	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;
Business Day	means a weekday that is not a public holiday in the State of New South Wales;
Member	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> https://www.mybusiness.com.au/membership-terms-and-conditions and our <i>Constitution</i> https://www.businessnsw.com/about/governance/constitution is a member of My Business and has a Member Account;
Member Account	means the account you may use to access and interact with the Platform and access a Product;
Membership	means the status of being a Member;
My Business, we, 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;
Order	means a request by you to purchase a Product;
Platform	means our website, which is hosted on the domain https://www.mybusiness.com.au ;
Premium Content	means any Product comprising digital content which we make available only to Members who have purchased that Product and their Authorised Users, during the applicable Access Period;
Privacy Act	means the Privacy Act 1988 (Cth);
Product	means a yearly subscription for digital content offered by us for purchase;
you	means you as a Member or as the Authorised User, as the case may be.