

Membership Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires:

- (1) **Claim** means any claim, allegation, cause of action, proceeding, suit or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent;
- (2) **Directly Affiliated Business** means a:
 - (a) parent company of the Member whose business is directly associated with the business of the Member; or
 - (b) business directly associated with the business of the Member,
and who is approved by TSBE in its absolute discretion;
- (3) **Fees** means the fees payable by the Member to TSBE in respect of the Member's membership level;
- (4) **Intellectual Property** means all intellectual property rights and industrial property rights both in Australia and throughout the world, including copyright, moral rights, patent, registered or unregistered trademark, registered or unregistered design, trade secret, knowhow, comprised in, arising from or relating to the any information provided by TSBE to the Member and the Member Only Resources;
- (5) **Invitee** means the Member and each person who attends an event or conference on behalf of the Member or as a guest or invitee of the Member;
- (6) **Loss** includes any loss, damage, liability, compensation, fine, penalty, charge, payment, cost or expense however it arises and whether it is present or future, fixed or unascertained, actual or contingent;
- (7) **Member** means the person listed in the Membership Application Form under the heading Business Details;
- (8) **Membership Application Form** means the Membership Application Form in the form approved by TSBE completed by the Member and submitted to TSBE;
- (9) **Term** means the term set out in clause 3.1;
- (10) **Terms and Conditions** means these terms and conditions as varied in writing between TSBE and the Member from time to time; and
- (11) **TSBE** means Toowoomba and Surat Basin Enterprise Pty Ltd ACN 155 004 523.

1.2 Interpretation



In these Terms and Conditions, unless the context otherwise requires:

- (1) a reference to:
 - (a) one gender includes the other genders;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a natural person, partnership, body corporate, joint venture, association, government, authority, agency or other entity;
 - (d) a party includes that party's executors, administrators, successors and permitted assigns;
 - (e) a document is to that document as amended, novated or replaced from time to time;
 - (f) money is to Australian dollars, unless otherwise stated;
 - (g) "including" and similar expressions are not words of limitation;
 - (h) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision, or if relevant, the predecessor to that statute, regulation or provision;
- (2) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (3) a provision of these Terms and Conditions must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of these Terms and Conditions or the inclusion of the provision in these Terms and Conditions;
- (4) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day;
- (5) if a party consists of more than one person, these Terms and Conditions binds them jointly and each of them severally;
- (6) headings are for convenience only and do not affect the interpretation or form part of these Terms and Conditions;
- (7) words defined in the GST Law have the same meaning in these Terms and Conditions; and
- (8) any party which is a trustee is bound in its capacity as a trustee and personally.

2. AGREEMENT

- (1) These Terms and Conditions together with the Membership Application Form completed by the Member and submitted to TSBE form a contract between TSBE and the Member when TSBE accepts the Member's Membership Application Form.



- (2) TSBE has the right to not accept a Member's Membership Application Form for any reason whatsoever.
- (3) The person who submits the Membership Application Form on behalf of the Member, represents and warrants to TSBE that it is authorised to:
 - (a) submit the Membership Application Form; and
 - (b) bind the Member.
- (4) These Terms and Conditions can only be varied in writing between TSBE and the Member.
- (5) In consideration of the Member paying the Fees to TSBE and complying with these Terms and Conditions, TSBE agrees to provide the Member with the benefits of the membership applicable to the Member and that are applicable to the type of business operated by the Member for that year.
- (6) These Terms and Conditions and the Membership Application Form completed by the Member contain the entire agreement between TSBE and the Member with respect to its subject matter and supersedes all prior agreements and understanding between the parties.

3. TERM OF MEMBERSHIP

3.1 Term

The Member agrees their membership with TSBE commences on the date the Member pays TSBE's first tax invoice for the Fees and expires on the date that is 12 months after the Member pays TSBE's first Fees, unless the Member's membership is extended in accordance with clause 3.2 and/or terminated or cancelled in accordance with these Terms and Conditions.

3.2 Extending Initial Term of membership

- (1) The Member agrees:
 - (a) each membership is for a minimum term of 12 months; and
 - (b) if the Member agrees to extend its membership with TSBE it will be agreeing to an additional 12 month membership on the then current terms and conditions.
- (2) The Member may extend its membership beyond the initial 12 month term by paying TSBE:
 - (a) if the Member has selected the annual payment option on the Membership Application Form, the applicable annual Fees for the next 12 months in full by the due date set out in TSBE's Tax Invoice; or
 - (b) if the Member has selected the monthly payment option on the Membership Application Form, the applicable monthly Fee payable by the Member to TSBE for the next 12 months by the due date set out in TSBE's Tax Invoice.

4. MEMBERSHIP FEES

4.1 Payment of Fees

The Member must pay the Fees to TSBE as follows:

- (1) if the Member has selected the annual payment option on the Membership Application Form, the applicable annual Fees must be paid in full before the Member is entitled to the benefits of the applicable membership;
- (2) if the Member has selected the monthly payment option on the Membership Application Form, the applicable monthly Fee must be paid by the last business day of each month.

4.2 Failure to pay when due

- (1) If the Member fails to pay a Fee when due, TSBE may suspend, cancel or terminate the Member's membership with TSBE.
- (2) In addition to the Fees, the Member must pay and indemnifies TSBE against all applicable taxes (including GST), duties and surcharges (including credit card surcharges).

4.3 Non-refundable

- (1) The Member acknowledges and agrees:
 - (a) the Member's Fees are non-refundable; and
 - (b) if the Member's membership is suspended, cancelled or terminated before the end of the:
 - (i) year to which that Fee relates; or
 - (ii) month to which that Fee relates,

for any reason whatsoever, the member is not entitled to a reimbursement or refund of any part of the Fee paid by the Member.

4.4 Increase in Fees on each anniversary

If the Member agrees to extend its membership beyond the initial 12 month membership, TSBE may on each anniversary of the Member's membership, increase its Fees by providing written notice to the Member.

4.5 Payment by credit card

If the Member makes a payment by credit card, TSBE may pass on to the Member any applicable merchant fee which the Member must pay.

5. ONLINE MEMBER RESOURCES

- (1) The Member acknowledges and agrees:
 - (a) only the Member may access the member only resources made available to it by TSBE, including the TSBE exchange and member discounts (**Member Only Resources**);
 - (b) the login details issued to the Member by TSBE for Member Only Resources must be kept confidential and not disclosed to any other person;



- (c) resources available in the Member Only Resources are designed to provide general guidance only and should not be relied on by the Member;
 - (d) information and resources in the Member Only Resources may be updated, amended and withdrawn from time to time in TSBE's absolute discretion.
 - (e) the Member Only Resources can only be used by the Member provided the Member is not in default of its obligations to TSBE, including paying the Fees as and when they are due.
- (2) If the Member's membership is suspended, cancelled, expires or terminated for any reason whatsoever, the Member must immediately:
 - (a) cease use of the Member Only Resources; and
 - (b) refrain from using and copying any Member Only Resources.
 - (3) The Member Only Resources provided by TSBE is a unique benefit for persons that have a current membership with TSBE.
 - (4) The Member is prohibited from distributing any Member Only Resources or granting access to any Member Only Resources to any person who does not have a current membership with TSBE without the prior written consent of TSBE.

6. MEMBER LOGO RECOGNITION

- (1) If the Member's membership includes logo recognition for the Member, the Member must provide TSBE with a high resolution logo in the format required by TSBE.
- (2) The Member grants TSBE a royalty free, non-exclusive and non-transferrable licence to use, reproduce and display all or any part of the logo provided by the Member to TSBE.
- (3) The Member represents and warrants to TSBE any information, material or logo's provided by the Member to TSBE will not infringe any intellectual property rights or moral rights of another person.

7. DISCLOSURE OF MEMBER INFORMATION

The Member agrees and consents to TSBE disclosing information about the Member, its business and any other information the Member discloses to TSBE to any other person TSBE considers is relevant for project and business opportunities.

8. COMPLIMENTARY BASE MEMBERSHIP LEVEL

- (1) This clause 8 applies to a Member with a membership level of gold or higher.
- (2) Subject to clauses 8(3) and 8(4), the Member may nominate for the first 12 months of the Member's membership one Directly Affiliated Business to receive a complimentary base membership level with TSBE.
- (3) If the Member's membership:
 - (a) is suspended, cancelled or terminated for any reason whatsoever; or

(b) expires,

the complimentary base membership level for the Directly Affiliated Business will also be suspended, cancelled or terminated (as applicable).

(4) Any Directly Affiliated Business of the Member must be approved by TSBE in its absolute discretion and the Directly Affiliated Business must:

(a) complete the applicable membership applicable form; and

(b) agree to be bound by the applicable terms and conditions for the complimentary base membership level.

(5) If TSBE does not approve the Directly Affiliated Business nominated by the Member under clauses 8(1) and 8(6), the Member may nominate another Directly Affiliated Business for TSBE's consideration.

(6) If the Member extends its membership beyond the initial 12 month term in accordance with clause 3.2, the Member may swap or replace the Directly Affiliated Business who has access to the complimentary base level membership with another Directly Affiliated Business approved by TSBE for the next 12 months of the Member's membership by providing written notice to TSBE before the expiry of the:

(a) initial 12 month term; and

(b) if applicable, each subsequent 12 month period.

(7) For the avoidance of doubt, the Member cannot swap or replace the Directly Affiliated Business nominated and approved by TSBE in accordance with this clause 8 until the expiry of the applicable 12 month period.

(8) The Member irrevocably authorises TSBE to disclose to the Member's Directly Affiliated Business:

(a) the Member's name; and

(b) if the Member's membership expires or is suspended, cancelled or terminated for any reason whatsoever.

9. ATTENDANCE AT EVENTS

(1) In relation to any event or conference the Member or an Invitee of the Member are invited to attend by TSBE, the Member is responsible for ensuring it and each of its Invitees:

(a) comply with the:

(i) terms and conditions of the event and conference;

(ii) all applicable laws;

(iii) TSBE code of conduct for the event and conference;



- (iv) the occupier of the location where the event and conference is held code of conduct, instructions and directions; and
 - (v) any conditions associated with the event and conference and advised by TSBE to the Member whether on TSBE's website or otherwise;
 - (vi) TSBE's reasonable and lawful directions;
- (b) conduct itself in a manner that maximises health, safety and wellbeing of the Member, its Invitees and any other person at or involved in the event and conference;
- (c) does not engage in any conduct that:
- (i) is dangerous to the Member, its Invitees or any other person at the event or conference;
 - (ii) is unlawful;
 - (iii) may be a nuisance to any other person at the event or conference or their invitees;
 - (iv) is non-compliant with these Terms and Conditions;
 - (v) is non-compliant with the event or conference terms and conditions;
- (d) does not consume an amount of alcohol that would prevent the Member or its Invitees from complying with these Terms and Conditions and the event or conference terms and conditions.
- (2) The Member acknowledges and agrees and agrees to make its Invitees aware that a failure to comply with these Terms and Conditions and any event specific terms and conditions may result in the Member and its Invitees being removed from the event, conference or the location where the event or conference is held.

10. IMAGE RELEASE

- (1) The Member consents and the Member must cause its Invitees to consent, to TSBE or a third party engaged by TSBE to:
- (a) record the Member and its Invitees image and/or voice;
 - (b) the taking of photos and videos which may include the Member and its Invitees,
- and using such things for commercial purposes (including, but not limited to advertising and promotional materials) without compensation to the Member or its Invitees.
- (2) The Member and each of its Invitees, jointly and severally, indemnify TSBE from any Claim arising from, connected with or relating to the matters set out in clause 10(1) of these Terms and Conditions.

11. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

The Member acknowledges and agrees:

- (1) TSBE owns all Intellectual Property in the Member Only Resources;



- (2) the Member Only Resources are the exclusive property of TSBE;
- (3) while the Member's membership is current and the Member is not in default of its obligations to TSBE, the Member is granted a non-exclusive licence to use the Member Only Resources for the purpose permitted by TSBE and for no other purpose;
- (4) it must maintain the confidentiality of the Member Only Resources and any other information, material or resources provided by TSBE to the Member;
- (5) it will prevent unauthorised use and disclosure of Member Only Resources to any other person;
- (6) it will not, directly or indirectly:
 - (a) copy or reproduce (or permit or allow the copying or reproduction of) any Member Only Resources; or
 - (b) discuss or disclose (or permit or allow the discussion or disclosure of) any Member Only Resources to any other person who does not have a current membership with TSBE.

12. PERSONAL INFORMATION

The Member represents and warrants to TSBE that it has obtained the consent from each individual whose details are set out in the Membership Application Form completed by the Member to disclose those details to TSBE.

13. TRANSFER OF MEMBERSHIP

Memberships with TSBE are non-transferrable.

14. INDEMNITY

The Member indemnifies TSBE against all Claims and Losses arising from or relating to:

- (1) a breach of these Terms and Conditions by the Member or its Invitees, Directors, officers, employees, agents or representatives; and
- (2) an infringement of another person's intellectual property rights or moral rights relating to any information, material or logo's provided by the Member to TSBE.

15. GENERAL

15.1 No agency or partnership

Nothing in these Terms and Conditions is to be treated as creating a partnership between the parties or any two or more of them under the laws of any applicable jurisdiction and, except as specifically provided in these Terms and Conditions, no party may act or has any authority to act as agent of or trustee for or in any way bind or commit any other party to any obligation.

15.2 Further assurances

Each party must do all things, including executing documents, which are reasonably necessary to give full effect to these Terms and Conditions.

15.3 Waiver

- (1) The failure of a party at any time to require performance of any obligation under or in connection with these Terms and Conditions is not a waiver of that party's right to claim damages for breach of that obligation and at any other time to require performance of that or any other obligations under these Terms and Conditions, unless written notice is given to that effect.
- (2) No waiver of any right under these Terms and Conditions is effective unless it is in writing and signed by the party giving it.

15.4 Severability

- (1) The provisions of these Terms and Conditions and parts of each provision will be severable.
- (2) A term or part of a term of these Terms and Conditions that is illegal or unenforceable may be severed from these Terms and Conditions and the remaining terms or parts of the term of these Terms and Conditions continue in force.

15.5 Confirmation

The Member acknowledges, before accepting these Terms and Conditions, it has been given an opportunity to negotiate the terms and conditions and obtain independent legal, tax and financial advice in relation to these Terms and Conditions.

15.6 Governing Law and Jurisdiction

- (1) The law governing these Terms and Conditions is the law in force in Queensland.
- (2) The parties submit to the jurisdiction of the courts in Queensland exercising jurisdiction with respect to matters concerning these Terms and Conditions.

15.7 GST

- (1) It is agreed that all amounts required to be paid under or in connection with these Terms and Conditions are inclusive of GST, unless otherwise specified.
- (2) If an amount required to be under or in connection with these Terms and Conditions is expressed to be exclusive of GST, then the amount payable in respect of a taxable supply is increased by the applicable rate of GST and must be paid on the later of the following:
 - (a) at the same time as the consideration for the taxable supply; or
 - (b) on the date which the party making the taxable supply delivers a Tax Invoice.