

Complimentary Base Level Membership Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires:

- (1) **Affiliate Member** means the person listed in the Membership Application Form as the affiliate member of the Member who has a gold level membership level or higher with TSBE;
- (2) **Base Membership Level** means the base membership level offered by TSBE to the Member;
- (3) **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;
- (4) **Fees** means the fees payable by the Affiliate Member to TSBE in respect of the Affiliate Member's membership level;
- (5) **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;
- (6) **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;
- (7) **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;
- (8) **Member** means the person listed in the Membership Application Form under the heading Business Details section;
- (9) **Membership Application Form** means the Membership Application Form in the form approved by TSBE completed by the Member and submitted to TSBE;
- (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 Affiliate Member paying the Fees to TSBE and the Member complying with these Terms and Conditions, TSBE agrees to provide the Member with the benefits of the Base Membership Level that are applicable to the type of business operated by the Member for the duration of the Affiliated Member's membership for that year, unless the Affiliated Member's membership is suspended, cancelled or terminated early.
- (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

- (1) The Member agrees their membership for the Base Membership Level commences on the date notified by TSBE and ends on the date notified by TSBE, unless the:
 - (a) Affiliated Member's membership is terminated, suspended or cancelled earlier; or
 - (b) Member's membership expires, is terminated, suspended or cancelled earlier,**(Term)**.
- (2) The Member acknowledges and agrees if the Affiliated Member's membership is suspended, cancelled or terminated for any reason whatsoever, the Member's Base Membership Level will also be suspended, cancelled or terminated (as applicable).

4. 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 and the Affiliated Member is not in default of its obligations to TSBE, including paying the Fees as and when they are due;
 - (f) its access to the Member Only Resources may be removed if the Affiliated Member:
 - (i) does not pay the Fees as and when they are due; or
 - (ii) membership is terminated, suspended or cancelled;
 - (g) after the expiry of the Term, the Member's access to the Member Only Resources will be removed.
- (2) If the Affiliated Member or the Member's membership is suspended, cancelled or terminated for any reason whatsoever, the Member:
- (a) must immediately:
 - (i) cease use of the Member Only Resources; and
 - (ii) refrain from using and copying any Member Only Resources; and
 - (b) is not permitted to use, access or copy any of the 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.

5. 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.

6. 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.

7. 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.

8. 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 8(1) of these Terms and Conditions.

9. 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 Affiliated Member and the Member's membership is current and the Member and the Affiliated 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.

10. 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.

11. TRANSFER OF MEMBERSHIP

Memberships with TSBE are non-transferrable.

12. 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.

13. GENERAL

13.1 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.

13.2 Further assurances

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

13.3 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 to given to that effect.
- (2) No waiver of any right under these Terms and Conditions ed is effective unless it is in writing and signed by the party giving it.

13.4 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.

13.5 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.

13.6 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.

13.7 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.