

My Business Terms of Business

Which terms apply to you?

The terms that apply to you as a My Business member or customer (or an authorised user of a My Business member or customer) vary depending on which of our products and/or services you have ordered and subscribe to. You must read and accept the terms relevant to each of our products and/or services that you have ordered and subscribed to.

For:

- **Member+**, please see the [Member+ Terms](#) below;
- **My Business Cyber** subscriptions, please see the [Cyber Terms](#) below; and
- **My Business Workplace** subscriptions, please see the [Workplace Terms](#) below.

Publication

These terms of business are available at <https://www.mybusiness.com.au/ecommerce-terms-of-use>.

Contact us

If you are unsure which terms apply to you please contact us by phone on 13 26 96, by email at onlinesupport@mybusiness.com.au or by writing to us at:

Attention: My Business – Product and Operations Department
8 Chifley Square, Sydney NSW 2000

Formation of binding agreement(s)

By proceeding to purchase or subscribe to any of the products/services noted above a binding agreement between us on the terms linked above for each product/service so purchased will be formed once the relevant tick box on the 'checkout page' at <https://store.businessaustralia.com/checkout/cart/> has been ticked and the purchase has been finalised

Member+ Terms

1 The Terms

1.1 What the Terms cover

These Terms (**Terms**) are the terms on which we sell the 'Member+' subscription Product (**Member+**) 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 purchase Member+. The Terms tell you what rights and privileges are conferred by Member+.

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 Member+ 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 placing an Order.

2 Our relationship with you

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 by phone on 13 26 96, by email at onlinesupport@mybusiness.com.au or by writing to us at:

Attention: My Business - Product and Operations Department, 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 Eligibility to purchase Member+

You must first apply and be admitted as a Member of the Company (in a membership class other than the Honorary Member membership class) before you can purchase Member+.

3.2 Becoming a Member

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 the Constitution, accessible at <https://www.businessnsw.com/about/Governance/constitution>, apply to you on becoming a Member whether or not you purchase Member+. The Membership Terms and Conditions do not form part of these Terms.

3.3 Logging into your Member Account

To purchase Member+ you must first 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.

3.4 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, 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).

3.5 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 Purchasing Member+

4.1 Ordering Member+

You can place an Order for Member+ by:

- (a) adding Member+ 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 Member+ in your 'cart' at the price(s) indicated on the Platform.

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.au 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. This might occur because of limits on our computing resources or an unexpected technical error.

4.4 Your Order number

Your Order will be assigned a unique transaction ID which we will include on any email we send pursuant to clauses 4.2 or 4.3. If you contact us about any Order, we may require you to quote the relevant transaction ID number or your Member number or email address.

5 Changes to Member+

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

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

6 Providing Member+ to you

6.1 Benefits of Member+

Member+ is a subscription Product that attaches to a membership interest in the Company. It is not a separate membership class. It confers on Members, who purchase it, benefits in addition to those attaching to their membership class.

Member+ confers:

- (a) subject to these Terms and the terms of the Constitution, voting rights on Members whose membership class does not already confer voting rights. Subject to the Constitution, the representative (i.e. primary contact) of a Member which has voting rights is eligible to nominate for election to one or more bodies within the governance structure of the Company. For example, the relevant Regional Advisory Council, the Company's Council or the Board of the Company.
- (b) preferential access (on a 'first come first served basis' and subject to any specified period during which preferential access is made available) to Member-only events where there is a limit on attendees; and
- (c) the opportunity, as offered by the Company (in its reasonable discretion) from time to time, to participate in policy and advocacy events, activities, committees or initiatives organised by the Company.

Member+ also offers Members the ability to contribute, via their subscription for Member+, to the funding of the Company's policy and advocacy activities, the purpose of all of which is to benefit Members and Australian business more generally.

6.2 Cessation of benefits

Voting rights and benefits conferred by Member+ will immediately cease:

- (a) if you cancel or otherwise do not renew your subscription for Member in accordance with clause 7.3;
- (b) if your Membership ceases for any reason;

- (c) if we cancel or otherwise terminate your Member+ subscription because 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;
- (d) if we cancel or withdraw Member+ after giving you at least 30 days' notice; or
- (e) if, after acceptance of your initial Order, any payment for Member+ is outstanding for more than 60 days.

Access to the benefits set out in paragraphs 6.1(a) and 6.1(b) will also immediately cease if you default in any payment for Member+.

6.3 When we will provide Member+ to you

You will be able to access any service or benefit (other than voting rights) associated with Member+ within a reasonable time of our acceptance of your Order having regard to the nature of the service and we will contact you with further information. Voting rights will, subject to the Constitution, be available once your Member record on the Member register has been updated to reflect the activation of voting rights (which should normally occur within 24 hours of our acceptance of your Order).

7 Price and payment

7.1 Where to find the price for Member+

The price for Member+ is clearly shown on the Platform. 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 Member+ before you will be able to access or obtain it. In addition to the price of Member+ 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

Member+ is a subscription Product. The available subscription periods for Member+ are clearly shown on the Platform. On the notified date of expiry of your subscription, your subscription will automatically renew for the subscription period you have selected 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 'Manage Subscriptions' tab, clicking the 'Auto-Renew' link against your subscription and then selecting 'Cancel' under the 'Actions' tab. 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:

- (a) at least 30 days' notice of cancellation; or
- (b) 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.

An email confirming the cancellation will be sent to you.

7.4 Refunds

If Member+ breaches a consumer guarantee under the Australian Consumer Law you may have the right to request a refund. Otherwise and except as required by the Terms, amounts paid for Member+ 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 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.

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 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 by Member+, 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 Company logos 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 we (and/or, as applicable, our licensees) reserve all intellectual property rights in such.

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

12.1 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 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 Member+ benefits, you may contact us to cancel your purchase of Member+ and receive a refund of the value of the benefit or service you have paid for but not received.

14 Definitions

In the Terms unless the context otherwise requires:

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

Authorised User means the employee, partner or officer of the Member who is authorised representative of the Member;

Business Day means a weekday that is not a public holiday in the State of New South Wales;

Company, we, us 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;

Constitution means the constitution of the Company;

Member means an entity (whether an individual, body corporate or otherwise) that, under and in accordance with the terms of our *Membership Terms and Conditions* (<https://www.mybusiness.com.au/membership-terms-and-conditions>), and the Constitution (<https://www.businessnsw.com/about/Governance/constitution>) is a member of Company and has a Member Account;

Member+ has the meaning given to that term in clause 1.1;

Member Account means the account you may use to access Member+;

Membership means the status of being a Member;

Order means a request by you to purchase Member+ via the Platform;

Platform has the meaning given to that term in clause 1.1;

Privacy Act means the *Privacy Act 1988* (Cth);

Product means any product and/or service that we offer to you for purchase on the Platform; and

You means you as a Member or as the Authorised User, as the case may be.

Cyber Terms

1 The Terms

1.1 What the Terms cover

These **Terms** are the terms on which we sell the 'My Business Cyber' subscription product (**Cyber**) to you via our website, which is hosted on the domain <https://www.mybusiness.com.au/> and <https://cyber.businessaustralia.com/> (**Platform**).

1.2 Why you should read them

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

1.3 Changes to the Terms

Subject to clause 5.2, 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 Cyber 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 when you complete the steps in clause 4.1 to place your Order and we complete the steps in 4.2 to accept your Order.

2 Our relationship with you

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 by phone on 13 26 96, by email at onlinesupport@mybusiness.com.au or by writing to us at:

Attention: My Business – Product Department
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 email address that you provide us by creating a Member Account or when placing an Order.

3 Membership and your Cyber Account

3.1 Accessing the benefits and functionality of the Cyber solution

You must first apply and be admitted as a Member of the Company (in a membership class other than the Honorary Member membership class) before you can access the benefits or functionality of Cyber.

3.2 Becoming a Member

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 acceptance of you as a Member 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 the Constitution, accessible at <https://www.businessnsw.com/about/Governance/constitution>, apply to you on becoming a Member, whether or not you purchase Cyber. The Membership Terms and Conditions do not form part of these Terms.

3.3 Logging into Cyber

To access Cyber 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.

3.4 You must keep your login details confidential and safe

As a Member, you must keep your Cyber login details safe and must not share them with any person other than your Authorised User(s). You are responsible for any actions of your Authorised User(s) and/or taken using your Member Account, whether or not they are taken by the Member, Learners or any Authorised Users.

If you lose or forget your login details or notice any suspicious activity associated with your Cyber 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).

3.5 Maintaining your Cyber Account

You can edit the details associated with your Cyber Account on the Platform by logging into Cyber using your login details, clicking the circle with your initials at the top-right corner of the screen and proceeding to 'My Account'. You must always keep these details up to date.

As a Member, you are responsible for protecting the confidentiality and security of any personal information that is uploaded to the Platform, including by your Authorised Users and Learners.

4 Purchasing your Cyber subscription

4.1 Ordering Cyber

As or on behalf of a Member you can place an Order for Cyber by:

- (a) adding Cyber to your 'cart';
- (b) proceeding to check-out;
- (c) checking the box to indicate that you agree to the relevant terms and conditions; and
- (d) clicking the 'Complete Purchase' button and making successful payment of the total purchase price.

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

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.au 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. This might occur because of limits on our computing resources or an unexpected technical error. Any funds we charge you will be refunded.

4.4 Your Order number

Your Order will be assigned a unique transaction ID which we will include on any email we send pursuant to clauses 4.2 or 4.3. If you contact us about any Order, we may require you to quote the relevant transaction ID number or your Member number or email address.

5 Providing Cyber to you

5.1 Benefits of Cyber

Benefits included in Cyber vary depending on the subscription plan you choose and are set out on the Platform.

Core benefits of Cyber include:

- (a) access to the Cyber Security Health Check tool;
- (b) access to the Cyber Awareness Training library and associated learning management tools;
- (c) the ability to set up and run Phishing Simulations; and
- (d) access to a suite of cybersecurity-related policies, checklists and other documents.

5.2 Changes to Cyber

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

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

However, we will not remove the core benefits set out in clause 5.1 from Cyber without a reasonable corresponding adjustment in your favour (e.g. lowered pricing).

5.3 When we will provide Cyber to you

You will be able to access Cyber within a reasonable time of our acceptance of your Order having regard to the nature of the service and we will contact you with further information.

The benefits of Cyber are available to a Member and its Authorised Users and Learners during the term of the Member's subscription to Cyber.

5.4 Usage statistics

We collect de-identified statistical information based on Members' use of Cyber.

5.5 Assistance with getting started

If, as a Member, you experience difficulty using Cyber, you may contact us and authorise one of our representatives to log into your Cyber Account on your behalf and perform the initial configuration of your organisation's Cyber Account for you. Otherwise, Cyber Accounts do not include any support services.

5.6 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 Cyber benefits, you may contact us to cancel your purchase of Cyber and receive a refund of the value of the benefit or service you have paid for but not received.

5.7 Cancellation of Cyber subscription for convenience by us

We may cancel your subscription to Cyber at any time by giving 10 days' notice. In such event, you will receive a refund of the value of the benefit or service you have paid for but not received. We rely on third parties to provide Cyber to you. Accordingly, if, for whatever reason, there is a third party failure, we may need to cancel Cyber. Where we need to cancel Cyber, we will endeavour to provide at least thirty days' notice, but there may be exceptional circumstances where only 10 days' notice can be given.

5.8 Cancellation of Cyber for breach

- (a) We may cancel or otherwise terminate your Cyber 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 Cyber 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.

6 Price and payment

6.1 Where to find the price for Cyber

We offer different subscription plans for Cyber and you should choose the plan that best suits your needs. The pricing model applicable to each subscription plan is stipulated on the Platform. Unless otherwise noted all prices are displayed in Australian dollars inclusive of GST.

6.2 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 Cyber before you will be able to access or

obtain it. In addition to the price of Cyber 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.

6.3 Automatic payments and cancellation

Cyber is a subscription Product. The available subscription periods for Cyber are clearly shown on the Platform. On the notified date of expiry of your subscription, your subscription will automatically renew for the subscription period you have selected 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 'Manage Subscriptions' tab, clicking the 'Auto-Renew' link against your subscription and then selecting 'Cancel' under the 'Actions' tab. 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 giving us at least 30 days' notice of cancellation.

An email confirming the cancellation will be sent to you.

6.4 Refunds

If we reject your Order you are entitled to a refund. If My Business breaches a consumer guarantee under the Australian Consumer Law in respect of Cyber you may have the right to request a refund. Otherwise and except as required by the Terms, amounts paid for Cyber are not refundable.

7 Responsibility for loss or damage

7.1 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.

7.2 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.

7.3 Our total liability to you

Except to the extent 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.

8 Rules about your use of Cyber

You must not and must ensure that your Authorised User(s) and Learners that use your Cyber Account do not, and you and your Authorised User(s) and Learners 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.

You must not:

- (a) impersonate another person on Cyber;
- (b) provide inaccurate information about your identity on Cyber;
- (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 Cyber;
- (e) use or attempt to use any automated computer program (e.g. a bot or web scraper) to access Cyber;
- (f) enter, upload or post any content to Cyber that is bullying, harassing, defamatory, objectionable or explicit in nature;
- (g) attempt to buy, sell or transfer your Cyber Account or login details to another person;
- (h) post private or confidential information about yourself or any other person; or
- (i) use Cyber to violate any other person's rights, including intellectual property or moral rights.

9 Availability and downtime

We do our best to ensure the Platform is accessible at all times. However, from time to time Cyber 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.

10 Content and intellectual property

10.1 Content on Cyber is not professional advice

Content on or available via the Platform, including content in Cyber and other 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.

10.2 Who owns the intellectual property?

Unless otherwise noted, all intellectual property rights in software and content in Cyber including any source code in the Platform, any visual content or copy displayed on the Platform and the Company logos are either:

- (a) our property; or
- (b) the property of our licensors.

Intellectual property rights in the 'Health Check', 'Training' and 'Phishing Simulation' features of Cyber are owned by Leto Pty Ltd (which trades as **Cyber Aware**).

You agree not to reproduce, transmit, distribute, disseminate, sell or re-sell, publish, broadcast or circulate materials comprising any of the Cyber content or any of the Platform including any of our intellectual property or the intellectual property of our licensors without our express prior written consent.

10.3 Intellectual property rights in content

For Cyber (and all Products on the Platform) we and/or, as applicable, our licensees reserve all intellectual property rights in such including in relation to the content.

10.4 Third party websites

Cyber and/or 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.

11 Your privacy

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 Cyber or 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.

In addition, by using Cyber or the Platform your personal information may be collected by and/or disclosed to Cyber Aware (who license Cyber to us). For information about Cyber Aware's collection, use and disclosure of your personal information, please read Cyber Aware's Privacy Policy, which is accessible at <https://cyberaware.com/privacy-policy/>. Also, you can contact Cyber Aware using the contact details on their website, cyberaware.com.

12 Other terms

12.1 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.

12.2 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.

12.3 Which law applies to the Terms and where may legal proceedings be brought?

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 12.3 prevents either you or us from seeking urgent equitable relief before an appropriate court.

13 Definitions

In the Terms unless the context otherwise requires:

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

Authorised User means the employee, partner or officer of the Member who is authorised to operate the Member's Cyber Account on behalf of the Member under the 'Admin Management' panel of 'Portal Setting' on the Platform;

Business Day means a weekday that is not a public holiday in the State of New South Wales;

Company, we, us 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;

Constitution means the constitution of the Company;

Cyber has the meaning given to that term in clause 1.1;

Cyber Account means an account on the Platform associated with a Member's subscription to Cyber;

Learner means an individual who is nominated by the Member to access learning resources associated with the Member's Cyber Account on the domain <https://www.mybusiness.com.au/>;

Member means an entity (whether an individual, body corporate or otherwise) that, under and in accordance with the terms of our Membership Terms and Conditions accessible at <https://www.mybusiness.com.au/membership-terms-and-conditions> and the Constitution accessible at <https://www.businessnsw.com/about/Governance/constitution> is a member of Company and has a Member Account;

Member Account means the account on the Platform associated with your Membership;

Membership means the status of being a Member;

Order means a request by you to purchase a Cyber subscription via the Platform;

Platform has the meaning given to that term in clause 1.1;

Privacy Act means the *Privacy Act 1988* (Cth);

Product means any product and/or service that we offer to you for purchase on the Platform and includes Cyber; and

You means you as a Member, Learner or the Authorised User, as the case may be.

My Business Workplace Terms

1 The Terms

1.1 What the Terms cover

These **Terms** are the terms on which we sell access to you via our website the 'My Business Workplace' subscription product (**Workplace**) which is hosted on the domain <https://www.mybusiness.com.au/> (**Platform**).

1.2 Why you should read them

Please read these Terms carefully before you purchase Workplace. These Terms tell you how we sell the Workplace subscriptions to you, on what terms, what to do if there is a problem as well as other important information about your use of Workplace. These Terms will become binding on you in accordance with clause 1.4 below.

1.3 Changes to these Terms

We may change these 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 Workplace benefits or the Platform's functionality or to address regulatory requirements

1.4 When the Terms become binding on you

You agree to these Terms and that they are binding on you when you have completed the steps in clause 4.1 to place your Order and we complete the steps in 4.2 to accept your Order. You must ensure that your Authorised Users and Employees comply with these Terms.

2 Our relationship with you

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 by email at onlinesupport@mybusiness.com.au or by writing to us at:

Attention: My Business – Product Department, 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 email address that you provide us when creating a Member Account or when placing an Order.

3 Membership and accessing Workplace functionality

3.1 Accessing the benefits and functionality of the Workplace solution

You must apply and be admitted as a Member (in a membership class other than the Honorary Member membership class) before you can access the benefits or functionality of Workplace.

3.2 Becoming a Member

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 acceptance of you as a Member 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 the Constitution, accessible at <https://www.businessnsw.com/about/Governance/constitution>, apply to you on becoming a Member, whether or not you purchase Workplace. The Membership Terms and Conditions do not form part of these Terms.

3.3 Logging into Workplace

To access Workplace 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 and then clicking on 'My Account' / 'Products' / 'Workplace Dashboard'.

3.4 Member+

Upon becoming a Member and placing an Order for Workplace, you will also receive the benefits conferred under the Member+ subscription Product at no additional cost, and are deemed to have agreed to the Member+ Terms above.

4 Purchasing your Workplace subscription

4.1 Ordering Workplace

You can place an Order for Workplace by:

- (a) adding Workplace to your 'cart';
- (b) proceeding to check-out;
- (c) checking the box to indicate that you agree to the relevant terms and conditions; and
- (d) clicking the 'Complete Purchase' button and making successful payment of the total purchase price.

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

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 email at onlinesupport@mybusiness.com.au 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. This might occur because of limits on our computing resources or an unexpected technical error. Any funds we have charged you and which you have paid for Workplace will be fully refunded.

4.4 Your Order number

Your Order will be assigned a unique transaction ID which we will include on any email we send pursuant to clauses 4.2 or 4.3. If you contact us about any Order, we may require you to quote the relevant transaction ID number, your Member number or email address.

5 Providing Workplace to you

5.1 Benefits of Workplace

Benefits included in Workplace are set out on the Platform.

Core benefits of Workplace for Members include:

- (a) access to a workplace advice line for general workplace enquiries during Business Hours, subject to network maintenance downtime and any unforeseen events;
- (b) access to a library of template workplace contracts, documents and policies created by workplace lawyers and experts (**workplace documents**);
- (c) functionality that allows you to create bespoke workplace documents from the above library;
- (d) functionality that allows you to add your employees to the platform and electronically assign workplace documents to your employees and obtain their signature on those documents;
- (e) a repository for your workplace documents; and
- (f) access to toolkits to help you manage the employment relationship with employees.

5.2 Changes to Workplace

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

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

However, we will not remove the core benefits set out in clause 5.1 from Workplace without:

- (c) a reasonable corresponding adjustment in your favour (e.g. lowered pricing); or
- (d) giving you at least fourteen days' notice of the removal.

5.3 When we will provide Workplace to you

You will be able to access Workplace within a reasonable time of our acceptance of your Order (provided you have become a Member), having regard to the nature of the service and we will contact you with further information.

The benefits of Workplace are available to a Member and its Authorised Users and Employees during the term of the Member's subscription to Workplace.

5.4 Usage statistics

We collect de-identified statistical information based on your and other Members' use of Workplace.

5.5 Account support

If you experience difficulty accessing or using Workplace you may contact us by email at onlinesupport@mybusiness.com.au. We will use our reasonable endeavours to resolve any issues promptly.

5.6 Cancellation of your Workplace subscription by us

- (a) We may cancel your subscription to Workplace at any time by giving not less than 30 days' notice. In such event, your subscription and related payments will end at the end of the notice period. You will receive a refund of that portion of any payment you have made that relates to the period after the end of the notice period.
- (b) We may also cancel or otherwise terminate your Workplace 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.

5.7 Cancellation of your Workplace subscription by you

- (a) You can cancel your subscription at any time by giving at least 30 days notice of cancellation. Your cancellation notice must be emailed to onlinesupport@mybusiness.com.au.
- (b) You may also cancel or otherwise terminate your Workplace 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.

5.8 What happens to Data on termination of your Workplace subscription

It is your sole responsibility to download, transfer or copy (at your cost) your Data prior to the end of your subscription to Workplace (and regardless of whether we or you cancel your subscription). We may, in our discretion and without liability to you, permanently delete or cause to be permanently deleted any or all of your Data on or after the date that is 30 days after the end of your subscription.

6 Price and payment

6.1 Where to find the price for Workplace

We may offer different subscription plans for Workplace and you should choose the plan that best suits your needs. The pricing model applicable to each subscription

plan is stipulated on the Platform or as otherwise agreed by us. Unless otherwise noted, all prices are displayed in Australian dollars inclusive of GST.

6.2 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 Workplace before you will be able to access or obtain the use of it. In addition to the price of Workplace you must also pay us any applicable GST, which is included in the total price of your cart. After successfully paying the total price of your cart the Platform will generate and automatically email you an invoice for the completed transaction.

6.3 Subscription periods and automatic payments

Workplace is a subscription Product. The available subscription periods and payment options for Workplace are clearly shown on the Platform. Your subscription will automatically renew for the selected subscription period at the end of each subscription period unless you have cancelled your subscription in accordance with clause 5.8.

6.4 Refunds

If we reject your Order you are entitled to a full refund. If My Business breaches a consumer guarantee under the Australian Consumer Law in respect of Workplace you may also have the right to request a refund. Otherwise, except as expressly set out in these Terms, amounts paid for Workplace are not refundable.

6.5 Price changes

We may change the subscription plans or pricing model for Workplace from time to time by giving at least 45 days written notice to you. Changes will also be highlighted on the Platform's login page.

7 Responsibility for loss or damage

7.1 Our liability to you

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.

Except to the extent that we have engaged in criminal or deliberate misconduct, our total liability to you under these Terms, in negligence and/or otherwise, is limited to \$100,000.

7.2 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 Rules about your use of Workplace

8.1 Internal business use only

You may only use the Platform and Workplace for your internal business purposes and Workplace may only be used by you as a Member for your Employees.

As a Member you must not permit individuals other than your Authorised User(s) and Employees to access the Workplace benefits on the Platform.

8.2 Prohibited activities

You must not, and must ensure that your Authorised User(s) and Employees that use your Workplace subscription do not attempt to or change, add to, remove, deface, hack or otherwise interfere with the operation of the Platform or any material or content displayed on the Platform (i.e. including Workplace) unless you are authorised by us in writing to do so.

As a Member, Authorised User or Employee using Workplace you must not:

- (a) repackage or resell any aspect of the functionality of the Platform or Workplace;
- (b) impersonate another person on Workplace;
- (c) provide inaccurate information about your identity on Workplace;
- (d) do anything unlawful, misleading, fraudulent or for an illegal or unauthorised purpose;
- (e) interfere with or impair the operation of the Platform or Workplace or any other individual's legitimate use of Workplace;
- (f) use or attempt to use any automated computer program (e.g. a bot or web scraper) to access Workplace including by integrating all or a part of Workplace's functionality through an API;
- (g) enter, upload or post any content to Workplace that is bullying, harassing, defamatory, objectionable or explicit in nature;
- (h) attempt to buy, sell or transfer your access to Workplace or login details to another person;
- (i) post private or confidential information about yourself or any other person;

- (j) allow an individual to access the Platform or Workplace with another individual's login details; or
- (k) use Workplace to violate any other person's rights, including intellectual property or moral rights.

8.3 Workplace advice line

- (a) Your access to the workplace advice is, in any twelve month period, limited to that number of calls applicable to your subscription plan as stipulated on the Platform or otherwise agreed by us.
- (b) The workplace advice line is not a substitute for legal advice by a suitably qualified lawyer tailored to your particular circumstances. It provides general guidance only. If your query to the workplace advice line is not routine or general in nature and cannot be answered by a workplace advice line consultant, you may be given the option of having your query transferred to a workplace lawyer at Australian Business Lawyers & Advisors. Any advice provided by Australian Business Lawyers & Advisors will be charged at their standard rates, which will be outlined at the time of referral so that you can make an informed decision as to whether you wish to retain Australian Business Lawyers & Advisors.
- (c) Use of the workplace advice line is subject to the Fair Use Policy and a time limit of 20 minutes per call. The Fair Use Policy does not form part of these Terms.

9 Availability and downtime

We will use our reasonable endeavours to ensure the Platform and Workplace is accessible at all times. However, from time to time either or both of the Platform or Workplace 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 Workplace, we will refund the value of the benefit or service you have paid for but not received.

10 Content and intellectual property

10.1 Content on Workplace is not professional advice

Content on or available via the Platform, including content in Workplace and other 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.

10.2 Who owns the intellectual property?

Unless otherwise noted, all intellectual property rights in software and content in Workplace and any source code in the Platform, any content or copy displayed on the Platform and the Company logos are either:

- (a) our property; or

- (b) the property of our licensors.

You agree not to reproduce, transmit, distribute, disseminate, sell or re-sell, publish, broadcast or circulate materials comprising any of the Workplace content or any of the Platform including any of our intellectual property or the intellectual property of our licensors without our express prior written consent. Your right to use the workplace documents is strictly limited to use for your own business purposes and only with respect to the relationship (as contemplated by the relevant document) between your business and your Employees.

10.3 Intellectual property rights in content

For Workplace (and all Products on the Platform) we and/or, as applicable, our licensees reserve all intellectual property rights in such including in relation to the content.

10.4 Third party websites

Workplace and/or 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.

11 Your privacy and other Data matters

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 Workplace or the Platform or providing any personal information to us you acknowledge that:

- (a) we will collect, use and disclose your personal information (as operator of the Platform and provider of Workplace) in accordance with our Privacy Policy; and
- (b) your personal information and other Data may be disclosed to SmartComms Pty Ltd ABN 31 110 278 521 (**SmartComms**) who provide the technological functionality of Workplace on the Platform;
- (c) SmartComms may disclose your personal information and other Data to SmartComms' related companies, contractors providing services to SmartComms and to other third-party service providers (such as cloud hosting service providers and service providers that assist SmartComms with providing support services to customers, managing customer data (setting up accounts to access the Platform) and administrative and finance related functions SmartComms uses in conducting its business. Some of these third parties (and SmartComms related companies) may be located overseas including UK, Ireland and the U.S. Further information about how SmartComms handles personal information can be found in SmartComms' Privacy Policy available at: <https://www.smartcommunications.com/privacy-policy/>.

12 Other terms

12.1 Nobody else has any rights under the Terms

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

12.2 Delay in enforcing these 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.

12.3 Which law applies to these Terms and where may legal proceedings be brought?

These 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 these 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 12.3 prevents either you or us from seeking urgent equitable relief before an appropriate court.

12.4 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 Workplace benefits, you may contact us to cancel your purchase of Workplace and receive a refund of the value of the benefit or service you have paid for but not received.

13 Definitions

In these Terms, unless the context otherwise requires:

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

Authorised User means the Employee, partner or officer of the Member who is authorised to operate a Member's Member Account on behalf of the Member under the 'Admin Management' panel of 'Portal Setting' on the Platform;

Business Day means a weekday that is not a public holiday in the State of New South Wales;

Business Hours means 8.30am to 5.00pm (Sydney time) on a Business Day.

Company, we, us 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;

Constitution means the constitution of the Company;

Data means any information, contracts, documents or other data you create or store on or through the Platform.

Employee means an employee, officer or contractor of a Member;

Fair Use Policy means the fair use policy relating to the use of the workplace advice line accessible at <https://www.mybusiness.com.au/workplace/workplace-advice-line-fair-use-policy>;

Member means an entity (whether an individual, body corporate or otherwise) that, under and in accordance with the terms of our Membership Terms and Conditions accessible at <https://www.mybusiness.com.au/membership-terms-and-conditions> and the Constitution accessible at <https://www.businessnsw.com/about/Governance/constitution>, is a member of the Company and has a Member Account;

Member Account means the account on the Platform associated with your Membership;

Membership means the status of being a Member;

Order means a request by you to purchase a Workplace subscription via the Platform;

Platform has the meaning given to that term in clause 1.1;

Privacy Act means the *Privacy Act 1988* (Cth);

Product means any product and/or service that we offer to you for purchase on the Platform and includes Workplace; and

Workplace has the meaning given to that term in clause 1.1; and

You means you as a guest on the Platform, Member, the Authorised User or an Employee, as the case may be.