

**REALISE BUSINESS
MEMBERSHIP TERMS AND CONDITIONS**

Thanks for joining the Realise Business community! You've joined an experienced, highly engaged business community where you can expand your network, be inspired by others, gain support while you learn and grow, and accelerate your business goals until you reach your version of success. Please read these terms and conditions carefully as they govern everything you do through the course of your membership with Realise Business.

1. GENERAL

- (a) These terms and conditions (**Terms**) govern your membership to the Realise Business product that you selected from the options described in Schedule 1 (**Membership**).
- (b) By purchasing your Membership, you agree to be bound by these Terms which form a binding contractual agreement between you and us **Business Enterprise Centre Southern Sydney Limited**, trading as Realise Business ABN 78 779 264 661 (**Realise Business, our, we or us**).
- (c) We may change these Terms at any time by notifying you, and your continued use of your Membership following such an update will represent an agreement by you to be bound by the Terms as amended.

2. MEMBERSHIP REGISTRATION

- (a) When you register for a Membership, you will be required to sign-up, register and receive an account through our website (an '**Account**').
- (b) As part of the Account registration process and as part of your continued use of the Membership, you are required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, photos and video, audio files, profile information, payment details, ratings and reviews, verified identifications, verified certifications and authentications, and other information as determined by Realise Business from time to time.
- (c) You warrant that any information you give to Realise Business in the course of completing the Account registration process is accurate, honest, correct and up to date.
- (d) Once you complete the Account registration process, Realise Business may, in its absolute discretion, choose to provide you with a Membership and an Account.

3. MEMBERSHIP TYPES

- (a) When you register for an Account, you will select one of the Memberships set out in Schedule 1.
- (b) These Terms apply to you to the extent they are relevant to the Membership you selected.
- (c) Realise Business may change, update or otherwise vary the nature of the Memberships from time to time by 30 days' written notice to you.

4. MEMBERSHIP TERM AND CANCELLATION

- (a) You can elect to pay the Membership Fees set out in clause 5.1(a) on a monthly or yearly basis (**Monthly Subscription** or **Yearly Subscription** respectively).
- (b) If you take a Yearly Subscription, these Terms and the Membership Fees will apply and must be paid in full for a minimum of 12 months. If you take a Monthly Subscription, these Terms will apply, and you must pay the monthly Membership Fee each month for a minimum of 12 months.
- (c) (**Cancellation**) Your Membership, regardless of whether it is a Monthly Subscription or Yearly Subscription, will automatically renew on an annual basis unless either party terminates this agreement with 30 days' written notice to the other party.
- (d) (**Refund on cancellation**) Where your Membership is cancelled (by you or Realise Business) and you have paid for a Yearly Subscription, the remaining Membership Fee for that year will be credited back to you. Where your Membership is cancelled (by you or Realise Business) and you have paid for a Monthly Subscription, no fees will be credited back to you.

5. MEMBERSHIP FEES

5.1 PAYMENT

- (a) Unless otherwise agreed in writing, you must pay the Membership fee set out in Schedule 1 (**Membership Fees**) in advance of accessing your Membership each month.
- (b) After the Initial Term, Realise Business may increase the Membership Fees by 30 days' written notice to you.
- (c) Unless otherwise indicated, Membership Fees do not include GST. In relation to any GST payable for a taxable supply by Realise Business, you must pay the GST subject to Realise Business providing a tax invoice.
- (d) Realise Business reserves the right to charge credit card surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard, American Express or Diners Club).
- (e) We may use third-party payment providers (**Payment Providers**) to collect payments for Memberships. The processing of payments by the Payment Provider will be, in addition to these Terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

5.2 PRICING ERRORS

In the event that we discover an error or inaccuracy in the price at which your Membership was purchased, we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your Membership at the correct price, or cancelling your order. If you choose to cancel your Membership and payment has already been debited, the full amount will be credited back to your original method of payment.

6. USE OF YOUR MEMBERSHIP

6.1 ACCESS AND USE OF YOUR MEMBERSHIP

You must only use your Membership in accordance with these Terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access your Membership comply with the Terms and any applicable laws.

6.2 YOUR OBLIGATIONS

You must not:

- (a) use your Membership for any purpose other than the purposes described for the relevant Membership type in clause 0;
- (b) use, or attempt to use, your Membership in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (c) use, or attempt to use, your Membership in a manner that may interfere with, disrupt or create undue burden on your Membership or the servers or networks that host your Membership;
- (d) use your Membership with the assistance of any automated scripting tool or software; or
- (e) act in a way that may diminish or adversely impact the reputation of Realise Business, including by linking to your Membership on any other website.

6.3 SECURITY

Realise Business does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of your Membership. You should take your own precautions to ensure that the process that you employ for accessing your Membership does not expose you to risk of viruses, malicious computer code or other forms of interference.

6.4 REPORTING MISUSE

If you become aware of misuse of your Membership by any person, any errors in the material on your Membership or any difficulty in accessing or using your Membership, please contact us immediately using the contact details or form provided on our Website.

7. INTELLECTUAL PROPERTY

- (a) Realise Business retains ownership of all materials provided to you through the course of your Membership (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website Content**) and reserves all rights in any intellectual property rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of any materials provided to you for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish those materials or any Website Content without prior written consent from Realise Business or as permitted by law.

7.2 LINKS TO OTHER WEBSITES

- (a) Our website and materials provided to you through the course of your Membership may contain links to other websites that are not our responsibility.
- (b) We have no control over the content of the linked websites and we are not responsible for that content.
- (c) Inclusion of any linked website in materials provided to you through the course of your Membership does not imply our approval or endorsement of the linked website.

8. LIABILITY

- (a) (**Limitation of liability**) To the maximum extent permitted by applicable law, Realise Business excludes completely all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to these Terms or any goods or services provided by Realise Business.

All express or implied representations and warranties are, to the maximum extent permitted by applicable law, excluded. Where any law (including the *Competition and Consumer Act 2010* (Cth)) implies a condition, warranty or guarantee into these Terms which may not lawfully be excluded, then to the maximum extent permitted by applicable

law, Realise Business's liability for breach of that non-excludable condition, warranty or guarantee will, at Realise Business's option, be limited to:

- (i) in the case of goods, their replacement or the supply of equivalent goods or their repair; and
 - (ii) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.
- (b) **(Indemnity)** You agree to indemnify Realise Business and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from your or your representatives' use of any goods or services provided by Realise Business.
- (c) **(Consequential loss)** Under no circumstances will Realise Business be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any goods or services provided by Realise Business.

9. MISCELLANEOUS

- (a) **(Privacy and Confidentiality)** You agree to be bound by the clauses outlined in Realise Business' Privacy Policy, which can be found [here](#). Realise Business may use confidential information about your business and personal information that you provide, in order to provide tailored business advice, information and services to help you start or grow your business. The advice you receive in connection with your Membership is confidential.
- (b) **(NSW Department of Industry Access to Your Information)** Realise Business is funded by the NSW Department of Industry (the **Department**). The Department may access all information that you provide to us. If the Department requires access to your information, it will notify you prior to doing so.
- (c) **(Disclaimer)** Every effort is made to provide accurate information. However, any information you obtain through Website Content or in connection with your Membership is general commentary only and Realise Business takes no responsibility for anything which may affect the accuracy or currency of information provided to you. Without limiting or otherwise affecting clause 8, Realise Business accepts no liability for the accuracy, currency, reliability or correctness of any advice, recommendation of information provided to you in connection with your Membership, including during any event, workshop, phone call or face-to-face advice. Where you participate in a government advice session, this clause also excludes liability of the NSW Department of Industry.
- (d) **(Governing law)** This agreement is governed by the law applying in New South Wales.
- (e) **(Jurisdiction)** Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (f) **(Amendments)** These Terms may only be amended by Realise Business in accordance with the Terms.
- (g) **(Waiver)** No party to these Terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
- (h) **(Further acts)** Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to these Terms.
- (i) **(Assignment)** A party cannot assign, novate or otherwise transfer any of its rights or obligations under these Terms without the prior written consent of the other party.

- (j) **(Entire Agreement)** These Terms embody the entire agreement between the parties and supersede any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of the Terms.
- (k) **(Interpretation)** In these Terms, the following rules of interpretation apply:
- (i) **(singular and plural)** words in the singular includes the plural (and vice versa);
 - (ii) **(gender)** words indicating a gender includes the corresponding words of any other gender;
 - (iii) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (iv) **(person)** a reference to “**person**” or “**you**” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
 - (v) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
 - (vi) **(these Terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these Terms, and a reference to these Terms includes all schedules, exhibits, attachments and annexures to it;
 - (vii) **(document)** a reference to a document (including these Terms) is to that document as varied, novated, ratified or replaced from time to time;
 - (viii) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
 - (ix) **(includes)** the word “**includes**” and similar words in any form is not a word of limitation; and
 - (x) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

Schedule 1: Memberships

| | Basic | Networker | Premium | Premium Plus |
|-------------------------|---|--|---|--|
| Purpose | Get a taste of what it's like to be part of a thriving business community. Learn from and be inspired by our network of businesses. | Begin to network and grow your contacts with an active business community, at inspiring events held throughout the year. | Includes a range of professional and peer support products and opportunities to promote your business, including a priority directory listing. | Unlock your business and personal potential with our top level membership that offers countless opportunities for you and your team to present, promote and network. |
| Community Access | 2 Guest passes to Pub Biz | Unlimited Access to Pub Biz Up to 30% discount on Networking Events | Unlimited Access to Pub Biz for you + 1 Guest Member Exclusive Events Up to 30% discount on Networking Events 1 x Breakfast Event ticket | Unlimited access to Pub Biz for you + 1 Guest Member Exclusive Events Up to 30% discount to Networking Events 2 x Breakfast Event tickets |
| Support | Knowledge and Resources Hub | Knowledge and Resources Hub | Knowledge and Resources Hub On-Call Advisor Up to 30% discount on Workshops Monthly Webinars Access to Mastermind 2 x Workshop tickets | Knowledge and Resources Hub On-call Advisor Up to 30% discount on Workshops Monthly Webinars Access to Mastermind 4 x Workshop tickets |
| Promotion | Basic Directory Listing | Basic Directory Listing | Premium Directory Listing Access to host Business Spotlight | Premium Directory Listing Access to host Business Spotlight Access to host Expert Talk |
| Fee | FREE | \$9.95 / month for 12 months \$99 per year | \$22.95 / month for 12 months \$249 per year | \$44.95 / month for 12 months \$499 per year |