



Ember Connect

Terms and Conditions

1 Introduction

1.1 By becoming an Ember Connect Member you agree to be bound by these terms and conditions when using our Website (www.emberconnectlive.com.au) and participating in External Activities as an Ember Connect Member or Ember Connect Ally.

1.2 In these terms and conditions, "us", "we" or "our" means Ember Connect Ltd (ACN 610 546 551).

1.3 It is important that you read and understand these terms and conditions. If you have any questions, please contact us at info@emberconnect.com.au or via the Contact Us page.

2 Our commitment to you

2.1 By becoming an Ember Connect Member or Ally:

2.1.1 you will become part of a vibrant and supportive network of women committed to elevating Aboriginal and Torres Strait Islander women to greater possibilities through learning, teaching and cultivation of culture and connections, at no cost to you;

2.1.2 you will have the ability to access all of the features and services on the Website relating to your membership affiliation including our mentorship program, noting that while Allies can be mentors, they cannot be mentees, online learning activities, employment opportunity advertisements, online events and webinars etc.; and

2.1.3 you will receive invitations to attend our External Activities.

2.2 We will facilitate a safe and supportive space for Ember Connect Members and Allies to gather and learn, share in their culture, and make connections through our Website and member programs.

2.3 We will protect the confidentiality and privacy of your personal information in accordance with our Privacy Policy.

3 Your commitment to us and to other Ember Connect Members and Allies

3.1 By becoming an Ember Connect Member or Ally and accessing and using the Website, you agree:

- 3.1.1 to be bound by these terms and conditions, our Privacy Policy, Code of Conduct and any other terms and conditions, notices and disclaimers displayed elsewhere on the Website relating to your use of the Website;
- 3.1.2 that if you select the Member affiliation, you identify as an Aboriginal and/or Torres Strait Islander woman
- 3.1.3 that you are an individual and at least 18 years old;
- 3.1.4 to provide us with accurate, complete and up-to-date information as requested and inform us of any changes to that information by updating your member profile via the Website;
- 3.1.5 to create and maintain only one member profile for your personal use;
- 3.1.6 to maintain the confidentiality and security of your login and password and to be responsible for all activities that occur under your login and password;
- 3.1.7 to immediately notify us of any unauthorised use of your login or password;
- 3.1.8 to only transmit or post content on the Website, or to any other Ember Connect Member or Ally, that is complete and accurate;
- 3.1.9 not to post or transmit on the Website, or otherwise transmit to any other Ember Connect Member or Ally by any other means, content that:
 - (a) is unlawful, obscene, defamatory, indecent, offensive or inappropriate;
 - (b) is false or misleading in any way;
 - (c) infringes the rights of any third party;
 - (d) disparages, bullies, harasses or abuses another Ember Connect Member or Ally;
 - (e) you do not have a right to make available under any law or contractual obligation;
 - (f) is sexually explicit or contains sexual references / innuendo;
 - (g) contains restricted or password only access pages, or hidden content; or
 - (h) contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware.
- 3.1.10 Not to use the Website (or contact any other Ember Connect Member or Ally) to:
 - (a) defame, abuse, harass, stalk, threaten or otherwise offend others;

- (b) engage in or promote any surveys, contests, pyramid schemes, chain letters, unsolicited e-mailing or spamming;
- (c) impersonate or create a profile for any person or entity;
- (d) promote or provide information about illegal activities or conduct;
- (e) promote racism, bigotry, hatred, harassment or any kind of harm against any group or individual;
- (f) exploit any person or to improperly solicit information from anyone; or
- (g) solicit money, passwords or personal information from any person;
- (h) without Ember Connect's prior written consent, promote commercial endeavours, including advertising, selling or hiring products or services, collecting names and/or email addresses or sending unsolicited emails.

3.1.11 not to:

- (a) use any robot, spider, or other device or process to retrieve, index, or in any way reproduce or circumvent the navigational structure or presentation of the Website;
- (b) "frame" or "mirror" any part of the Website without our prior written authorisation; or
- (c) use code or other devices containing any reference to the Website to direct other persons to any other web page; and

3.1.12 that any content you post or transmit on the Website or otherwise transmit to any other Ember Connect Member or Ally will not infringe the intellectual property rights of any third party.

4 Your rights

4.1 You may terminate your membership for any reason by providing written notice to us at info@emberconnect.com.au or via the Contact Us page.

4.2 You have the right to make a complaint. If you are experiencing problems with any other Ember Connect Member or Ally and would like to make a complaint or if you are concerned that any content has been posted or transmitted on the Website, or otherwise transmitted to any Ember Connect Member or Ally by any other means, in violation of these terms, please contact us at info@emberconnect.com.au or email us via the Contact Us page.

5 Our rights to require compliance with these terms and conditions

5.1 We reserve the right to, without limitation, suspend or terminate the membership of any person who has committed a breach of these terms and conditions.

5.2 If we suspect a breach has occurred we may at any time request a form of identification to verify your identity and/or your compliance with the terms and conditions.

5.3 We reserve the right to modify and/or remove any content that, in our opinion, violates the terms and conditions or otherwise has the potential to harm, endanger or violate the rights of any person.

5.4 We have no obligation to monitor any Ember Connect Member's or Ally's use of the Website, however, we reserve the right at all times to monitor, retain and disclose any information as necessary to satisfy any applicable law, legal requirement or governmental request.

6 Legal matters

Law and jurisdiction

6.1 These terms and conditions are governed by the law of the State of Western Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Western Australia.

Use of Website

6.1 While we use reasonable endeavours to ensure that the Website is available 24 hours a day, we do not make any representations or warranties that your access will be uninterrupted or error-free. Access to the Website may be suspended temporarily without notice in the case of system failure, maintenance or repair or any reason beyond our control.

6.2 We reserve the right to change or discontinue any service or feature of the Website in whole or in part at any time.

6.3 We do not make any representations or warranties as to the accuracy, reliability or completeness of any content posted or transmitted on the Website, or otherwise transmitted to any other Ember Connect Member or Ally by any other means, by any person.

6.4 The information and opinions of Ember Connect Members or Allies, advertisers and presenters who contribute content to the Website are not those of Ember Connect. We do not endorse any opinion, advice or statement made by any person other than us. We do not accept any liability for any loss, damage, cost or expense resulting from anyone's reliance on content posted or transmitted on the Website, or otherwise transmitted to any other Ember Connect Member or Ally by any other means.

Complaints and disputes

6.5 We may record and store any information relating to any complaint made by or against you.

6.6 We reserve the right, but have no obligation, to monitor disputes between Ember Connect Members or Allies in relation to content posted on the Website.

6.7 You agree to hold us harmless in connection with any dispute or claim that you make against any other Ember Connect Member or Ally.

Intellectual property

6.8 We own and retain all proprietary rights in and relating to the Website and materials published on the Website. Proprietary rights in and relating to the Website must not be used in any way without our prior written consent. You may use materials published on the Website for personal use only.

6.9 Proprietary rights in material prepared by presenters who deliver presentations through the Website are and remain the property of each presenter. You may use materials presented by third party presenters for personal use only.

External activities

6.10 From time to time we may promote, advertise, or sponsor functions, events, offers, products, services, competitions or other activities that may be conducted offline and may be conducted by third parties (**External Activities**) and these may be subject to separate terms and conditions.

6.11 You acknowledge that you participate in any External Activities entirely at your own risk and Ember Connect does not accept any liability for any loss, damage, cost or expense that you suffer or incur as a result of or in connection with your participation in such External Activities.

Third party websites and advertising

6.12 From time to time, the Website may feature or display hyperlinks and pointers to websites operated by third parties. Such websites do not form part of the Website and are not under our control. We do not accept any responsibility for the contents of any such hyperlink or linked website. If you follow a link to any third party websites you leave the Website entirely at your own risk.

6.13 From time to time, the Website may also feature or display third party advertising. By featuring or displaying such advertising, we do not in any way represent that we recommend or endorse the relevant advertiser, its products or services.

Limitation of liability and indemnity

6.14 You acknowledge that:

6.14.1 you use the Website at your own risk;

6.14.2 we are not responsible for, and accept no liability in relation to, your or other Ember Connect Members' use of and conduct in connection with the Website.

6.15 You agree to indemnify us for any loss, damage, cost or expense that we may suffer or incur as a result of or in connection with your use of or conduct in connection with the Website, if that use of conduct is in breach of these terms and conditions or at law.

6.16 We exclude all liability for any indirect, punitive or consequential loss or damages including loss of income, profits, goodwill, data, contracts, use of money or loss or damages arising from or in any way connected to business interruption of any type, whether in tort, contract or otherwise.

Variation

6.17 We may change these terms and conditions at any time. If we do so, an amended version of these terms and conditions will be hosted on www.emberconnect.com.au and members notified via a post on the Ember Connect Live platform (www.emberconnectlive.com.au). You are responsible for ensuring that you review any amended terms and conditions. Your continued use of the Website after any changes are made to the terms and conditions will constitute your acceptance of those changes.

6.18 If you object to any changes to the terms and conditions, or otherwise become dissatisfied with your membership of the Website, you may immediately:

6.18.1 discontinue your use of the Website; and/or

6.18.2 terminate your membership in accordance with these terms.

No waivers

6.19 No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.

6.20 No waiver of any breach of any provision of a contract under these terms and conditions will be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of that contract.

Severability

6.21 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

6.22 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Third party rights

6.23 Your membership of the Website on these terms and conditions is for your benefit and these terms are not intended to be enforceable by any third party.