

DISCOVER KINGSTON SE

MEMBERSHIP RULES OF ENGAGEMENT

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Welcome

Discover Kingston SE is an environment that harnesses the strengths of Kingston’s business and volunteer community, encourages collaboration and offers growth, support and development opportunities to *build a stronger community. Together.*

To make each Discover Kingston SE experience great and enjoyable for our community members and to provide the best possible environment for each member to be the best version of themselves, we must first accept and understand the ‘membership rules of engagement’ outlined below.

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1. NAME

- 1.1. The name “Discover Kingston SE” referred to herein as the “**Member Group**” is owned and operated by Julie Trenaman trading as JT Elements ABN 59 724 154 567.

2. DEFINITIONS

- 2.1. **Community Member** is a natural person who owns, operates or represents a business, company, organisation, entity or community group that is eligible to become a **Member** of the **Member Group** by taking up a membership level and accepting these **Membership Terms & Conditions** and **Privacy Policy**.
- 2.2. In these Membership Rules of Engagement, a reference to “**we**”, “**us**” or “**our**” means JT Elements and the Discover Kingston SE (**Member Group**) and a reference to “**you**” or “**your**” means a Member.
- 2.3. **Member Information** is the information provided by you to us for registering to become a Member.
- 2.4. **Member account**. Refer to section 3.8 Member Account.
- 2.5. **Membership Fee** means the annual fee payable to JT Elements for membership which is determined by the selected membership level applicable to you.
- 2.6. In these Membership Rules of Engagement, a reference to the “**website**” refers to **www.discoverkingstonse.au**.
- 2.7. **Confidential Information** shall mean all information, in whole or in part, that is disclosed by JT Elements, other members, participants of the Member Group Services or any employee affiliate, or agent thereof, that is non-public, confidential or proprietary in nature.

3. MEMBERSHIP

3.1. ELIGIBILITY

3.1.1. You may only become a Member of the Member Group;

3.1.2. If you are 18 years of age or over and;

- You are a person who owns, operates or represents a business, company, organisation, entity or community group within the Kingston District Council and;
- In our opinion can contribute effectively & positively to the objectives of the Member Group.

3.1.3. You do not have an automatic entitlement to membership and JT Elements may, at its sole discretion, elect to:

- Refuse your request to become a Member; or
- Once Membership is granted, suspend, terminate or restrict your Membership at any time.

3.1.4. JT Elements is not obliged to give reasons for any decision it makes to suspend, terminate or restrict your Membership or to reject your request to become a Member.

3.1.5. By registering to become a Member with the Member Group, you agree to accept these Rules of Engagement of Membership.

3.2. COMMUNITY MEMBER BENEFITS

3.2.1. Your membership benefits are determined by your selected membership level. These benefits may allow you to;

- advertise on the online business directory
- advertise in the e-newsletter
- participate in our online forums
- participate in group marketing campaigns

- participate in networking events
- participate in development workshops
- contribute to our Member Group community

3.3. TYPES OF MEMBERSHIP

- 3.3.1.A Business Member shall be a Member who owns, operates, manages or has an interest in a business operating within the Kingston District Council. A Business Member shall be entitled to appoint one (1) person, to represent it.
- 3.3.2.A Non-Profit Organisation Member or Community Group Member shall be a Member who is registered as incorporated or unincorporated community association. A Non-Profit Organisation or Community Group Member shall be entitled to appoint one (1) person, to represent it.
- 3.3.3.A Hobbyist shall be a Member who conducts a leisure activity or pastime in a non-commercial way (leisure or recreation), operating within the Kingston District Council.
- 3.3.4.JT Elements has the sole right to classify any Member.

3.4. MEMBERSHIP LEVELS

- 3.4.1.Membership levels define and distinguish the different types of members and their entitlements. Membership entitlements are outlined separately and are available on request.
- 3.4.2.A member can only be assigned to one membership level at a time.
- 3.4.3.Members may only switch to a different membership level if it is higher than their existing level during a membership period. A pro-rata fee (difference between existing and new) will be payable upon switch request.
- 3.4.4.Membership level entitlements are subject to change, such changes will not become effective until the existing membership period has ended and is renewed.
- 3.4.5.You do not have an automatic entitlement to membership levels and JT Elements may, at its sole discretion, elect to:
- Refuse your request to become a Member; or
 - Once Membership is granted, suspend, terminate or restrict your Membership at any time.
- 3.4.6.JT Elements is not obliged to give reasons for any decision it makes to suspend, terminate or restrict your Membership or to reject your request to become a Member.

3.5. FEES AND PAYMENT

- 3.5.1.The Membership Fee covers a twelve (12) month Membership Period and is non-refundable once Membership has been approved.
- 3.5.2.All Membership Fees shall be due and payable within seven (7) days of registration.
- 3.5.3.A Member, whose payment remains outstanding for a period of more than thirty (30) days after the registration date shall cease to be a Member of the Member Group. We reserve the right to reinstate any Member upon satisfactory payment.
- 3.5.4.From time to time we may need to increase the price of membership. We will give you at least one (1) full months' notice of any incoming price increase. We will notify you;
- When the price increase will take effect
 - How much your membership will cost after the increase.
- 3.5.5.During this period, you will have your usual right to terminate your membership in accordance with the membership Rules of Engagement. If you do not terminate your membership by the date given to you in the notice then the price of your membership will be increased in accordance with our notice.

3.6. MEMBER INFORMATION

- 3.6.1. When you want to become a Member, you may be required to provide certain information to us (**Member Information**). You promise that the Member Information you provide is true, accurate and complete.
- 3.6.2. JT Elements information collection and use policies with respect to the privacy of such Member Information are set out in the Privacy Policy.
- 3.6.3. Any Member Information that you disclose may be used by JT Elements, its agents and contractors in relation to the provision of services accessible on the Website or services and features provided by the Member Group, including marketing activities in relation to the Website and Member Group.

3.7. MEMBER RESPONSIBILITY

- 3.7.1. Your Membership is non-transferable.
- 3.7.2. Once Membership is granted you will be able to access all areas of the Website with use of the username and password you set up at the time you become a Member.
- 3.7.3. You are responsible for each and every access or use of the Website that occurs in conjunction with use of your username and password.
- 3.7.4. Use of your username and password is conclusive evidence that you have accessed the Membership sections of the Website.
- 3.7.5. You must use all reasonable efforts to keep your username and password confidential.
- 3.7.6. You must not allow any third party to access the Website using your username and password and make use of the Website on your behalf.
- 3.7.7. You must notify JT Elements in writing as soon as you become aware of any unauthorised use of your Member Account, username or password.
- 3.7.8. You acknowledge and agree that you are liable for, and will indemnify JT Elements, its related bodies corporate, affiliates, officers, directors, agents and employees against, any and all claims made by a third party arising out of your access to, and use of, the Website as a Member.

3.8. MEMBER ACCOUNT

- 3.8.1. When you become a Member, you will have a single login account that is accessible by you on the website (**Member Account**).

3.9. CONFIDENTIALITY

- 3.9.1. You acknowledge and agree that during your participation in and use of the Member Group Services you may be exposed to Confidential Information. Confidential information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, business affairs, any knowledge gained through examination or observation of books and records of JT Elements, any analyses, compilations, studies or other documents prepared by JT Elements or the Member Group or otherwise derived in any manner from the Confidential Information that you are obliged to keep confidential or know or has reason to know should be treated as confidential.
- 3.9.2. Your participation in and/or use of the Member Group Services obligates you to maintain all Confidential Information in strict confidence; Not to disclose Confidential Information to any third parties; Not to use the Confidential Information in any way directly or indirectly determined by JT Elements or any participant or user of the Member Group Services.
- 3.9.3. All confidential information remains the sole and exclusive property of JT Elements or the respective disclosing party. You acknowledge and agree that nothing in these Rules of Engagement or your participation or use of the Member Group Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property proprietary rights of JT Elements or any member or user of the Member Group Services.

3.10. PROHIBITED CONDUCT

- 3.10.1. You warrant that becoming a Member of the Member Group, the website and the various services and features offered by Member Group, you will not:
- 3.10.2. Use a false email address or impersonate any person or entity or misrepresent your affiliation with any other person or entity;
- 3.10.3. insert your own or a third party's advertising, branding or other promotional content into any of the Website content, materials or services or use, redistribute, republish or exploit such content or service for any further commercial or promotional purposes; or
- 3.10.4. attempt to gain unauthorised access to other computer systems through the website.
- 3.10.5. You must not:
- Engage in "spidering", "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the Website or the services offered on or through the Website, including without limitation any information residing on any server or database connected to the Website or the services offered on or through the Website;
 - Obtain or attempt to obtain unauthorised access to computer systems, materials or information through the Website by any means;
 - Use the Website or the services made available on or through the Website in any manner with the intent to interrupt, damage, disable, overburden, or impair the Website or such services, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests;
 - use the Website, content or Member Group services offered for any purpose or activity of an illegal, fraudulent, obscene, offensive, personally offensive or defamatory nature;
 - use any mechanism, device software or script to affect the proper functioning of the Website including taking any action which may infect the Website with any routine, including (but not limited to) any virus, time bomb, trojan horse, worm, cancelbot or other computer routine that may damage, interfere with, delay, intercept or expropriate any system, data or personal information;
 - take any action which may interfere with, disrupt, manipulate, tamper with or otherwise abuse the Website or networks connected to the Website;
 - use the Website or the Website's services or features in violation of JT Elements' or any third party's intellectual property or other proprietary or legal rights; or
 - use the Website, the Website's or Member Group services in violation of any applicable law.
- 3.10.6. You further agree that you must not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Website or the Website's services, or any content of the Website or any of its domains, or make any unauthorised use of the Website or the Website's services or any content of the Website or any of the domains of the Website.
- 3.10.7. You agree that you must not use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website or any of its services.
- 3.10.8. You must not obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through the Website or Member Group.
- 3.10.9. JT Elements reserves the right, in its absolute discretion, to determine whether or not your use of the Website or content or Member Group Services available complies with these Membership Terms.
- 3.10.10. Any commercial or promotional distribution, publishing or exploitation of the Website or the Member Groups Services, or any content, code, data or materials on the Website, is strictly prohibited unless you have received the express prior written permission from JT Elements.
- 3.10.11. Other than as expressly allowed in these Membership Terms, and unless otherwise indicated in these Membership Terms, you may not download, post, display, publish, copy, reproduce, distribute,

transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials on or made available through the Website or Member Group features.

3.11. MEMBER SUSPENSION OR TERMINATION

3.11.1. JT Elements may suspend or terminate your registration as a Member and deny you access to your Member Account immediately for any of the following reasons:

- you breach these Membership Rules of Engagement
- if you act in a way that does not align with the values of our Discover Kingston SE community;
- if you act in a way that could cause us or members harm;
- your actions may cause legal liability for you, our other Members or us;
- or any other terms and conditions, agreements or rules governing the Website and the Member Group;

3.11.2. JT Elements is unable to verify or authenticate any information you provide to us when you initially register as a Member.

3.11.3. Should JT Elements elect to suspend, terminate or restrict your Membership in any way, you may be prohibited from accessing the website or Member Group features or services temporarily or permanently. In either case, you must not apply for a new Member account.

4. WEBSITE

4.1. AVAILABILITY AND USE OF THE WEBSITE

4.1.1. The website will usually be available 24 hours a day, seven days a week or as otherwise stated on the website.

4.1.2. JT Elements may, in its absolute discretion, and for any reason, and at any time, with or without notice:

- interrupt or suspend your right to access the whole or any part of the Website; and/or;
- alter, interrupt or suspend the provision of the whole or any part of the content and/or the services available on the Website.

4.1.3. You agree that JT Elements will not be liable to you for any loss that you may suffer as a result of any such interruption, suspension or alteration.

4.1.4. When accessing the Website (as a Member) and using the content and/or the services available on the website, you must also comply with any directions, instructions or protocols posted on the Website from time to time.

4.2. LINKING TO THE WEBSITE

4.2.1. You agree that if you include a link from any other web site to one or more of the Sites, such link must link to the full version of an HTML formatted page of the relevant Site.

4.2.2. You are not permitted to link directly to any image hosted on the website or our services, such as using an “in-line” linking method to cause the image hosted by us to be displayed on another web site.

4.2.3. You agree not to download or use images hosted on the website, for any purpose, including, without limitation, posting such images on another site.

4.2.4. You agree not to link from any other web site to the website in any manner such that the website, or any page of the website, is “framed”, surrounded or obscured by any third party content, materials or branding.

4.2.5. We reserve all of our rights under the law to insist that any link to the website be discontinued, and to revoke your right to link to the website from any other website at any time upon written notice to you.

4.3. THIRD PARTY WEBSITES

- 4.3.1. You may be able to link from the website to third party websites and third party websites may link to the Website (Linked Sites).
- 4.3.2. You acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Sites, even if they are owned or run by affiliates of ours.
- 4.3.3. JT Elements disclaims any liability for links:
- from another website to the Website and
 - to another website from the Website.
- 4.3.4. JT Elements is not responsible for any form of transmission received from any Linked Site.

5. PROPRIETARY RIGHTS

- 5.1. JT Elements, its licensors, advertisers or affiliates own all:
- the content of the website;
 - the look and feel, design and the organisation of the website and all marketing activities for or on behalf of the Member Group;
 - the intellectual property rights (if any) subsisting in the works described in paragraphs above.
- 5.2. Your use of the website does not grant to you any ownership or like interest in any content, code, data or materials you may access on or through the website or any intellectual property rights subsisting in any of those things.

6. PUBLIC FORUMS

- 6.1. JT Elements may, make messaging services, chat services, bulletin boards, message boards, blogs, other forums and other such Member Group Services available on or through the websites and third party social media platforms.
- 6.2. In addition to any other rules or regulations that we may post in connection with a particular service, you agree that you must not upload, post, transmit, distribute or otherwise publish through the website or any Member Group service or feature made available, any materials which:
- restrict or inhibit any other user from using and enjoying the Website or the Member Group Services and features;
 - are fraudulent, unlawful, threatening, abusive, harassing, libellous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent;
 - constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law;
 - violate, plagiarise or infringe the rights of third parties including, without limitation, copyright, trademark, trade secret, confidentiality, contract, patent, rights of privacy or publicity or any other proprietary right;
 - contain a virus, spyware, or other harmful component;
 - contain embedded links, commercial solicitation, advertising, chain letters, mass mailings or, pyramid schemes of any kind;
 - constitute commercial solicitation or 'spam' of any kind; or
 - constitute or contain false or misleading indications of origin, endorsement or statements of fact.
- 6.3. You further agree not to impersonate any other person or entity, whether actual or fictitious, including anyone from JT Elements.
- 6.4. You alone are responsible for all information and materials that you post to the Website and Member Group forums and the consequences of any of your activities.

- 6.5. JT Elements reserves the right, but does not have an obligation, to monitor and/or review all information and materials posted to the Website or Member Group Forums, and JT Elements is not responsible for, and assumes no liability for, any such materials posted by users. However, JT Elements reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in JT Elements' sole discretion are objectionable or in violation of these Membership Rules, JT Elements' policies or applicable law.
- 6.6. JT Elements may also impose limits on certain Member Group features, including forums or restrict your access to part or all of the Member Group features without notice or penalty if we believe you are in breach of these Membership Rules or applicable law, or for any other reason without notice or liability.
- 6.7. It is important to remember that comments submitted to a forum may be recorded and stored in multiple places, both on our Website and elsewhere on the Internet, which are likely to be accessible for a long time and you have no control over who will read them eventually.
- 6.8. It is therefore important that you are careful and selective about the information that you disclose about yourself and others, and in particular, you should not disclose sensitive, embarrassing, proprietary or confidential information in your comments to our public forums.

7. MARKETING CONTENT

- 7.1. You authorise the use of all logos, images and photos supplied to Discover Kingston SE to use in group marketing campaigns as we see fit.
- 7.2. You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in your marketing and website are either owned by you, or that you have permission to use them.
- 7.3. Any artwork proof or design provided to you remains the property of JT Elements. Digital or physical reproduction of said artwork without written permission (for purposes other than the purpose intended) is not permitted and is an infringement of copyright law. All original artwork, designs and layouts developed by us are owned by JT Elements.