

GENERIC TERMS AND CONDITIONS

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PART A – GENERAL TERMS AND CONDITIONS

1. APPLICATION

THESE GENERAL TERMS AND CONDITIONS ARE APPLICABLE TO ALL MEMBERS AND INITIATIVE MEMBERS.

2. COMPLIANCE WITH GENERAL TERMS AND CONDITIONS

2.1. EACH MEMBER SHALL COMPLY WITH THE GENERAL TERMS AND CONDITIONS.

2.2. IN PARTICULAR, EACH MEMBER MUST:

2.2.1. COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS (INCLUDING BUT NOT LIMITED TO ANY APPLICABLE CONSUMER PROTECTION LEGISLATION);

2.2.2. PROMPTLY COMPLY WITH ALL REASONABLE DIRECTIONS GIVEN BY THE ORGANISATION AND/OR THE PARTICULAR INITIATIVE;

2.2.3. COMPLY WITH ALL INSTRUCTIONS FOR USE OF THE SERVICES;

2.2.4. ENSURE THAT ALL PERSONNEL UTILISING THE SERVICES (INCLUDING ALL AUTHORISED PERSONNEL) ARE ADEQUATELY TRAINED IN THE USE OF THE SERVICES AND ARE FAMILIAR WITH, AND COMPLY WITH, ALL INSTRUCTIONS FOR USE AND THESE TERMS AND CONDITIONS;

2.2.5. PROVIDE CONTENT IN SUCH FORM (INCLUDING ELECTRONIC FORMAT), AND COMPLY WITH ANY STANDARDS FOR THE FORMATTING OR PROVISION OF CONTENT, AS IS REQUIRED BY THE ORGANISATION AND/OR THE PARTICULAR INITIATIVE FROM TIME TO TIME;

2.2.6. USE THE SERVICES STRICTLY IN ACCORDANCE WITH THESE TERMS AND CONDITIONS AND FOR THE PURPOSES CONTEMPLATED BY THESE TERMS AND CONDITIONS;

2.2.7. NOT TAMPER WITH OR OTHERWISE MODIFY THE SERVICES;

2.2.8. TAKE REASONABLE PRECAUTIONS TO PROTECT THE SECURITY, PRIVACY AND CONFIDENTIALITY OF THE SERVICES;

2.2.9. TAKE ALL REASONABLE PRECAUTIONS NOT TO POST, SEND OR OTHERWISE MAKE AVAILABLE THROUGH THE SERVICES ANY MATERIAL THAT CONTAINS ANY VIRUS, TROJAN, WORM OR SIMILAR DELETERIOUS PROGRAM THAT MAY DAMAGE OR INTERFERE WITH THE OPERATION OF THE SERVICES OR THE COMPUTER SYSTEM OF THE ORGANISATION AND/OR THE PARTICULAR INITIATIVE OR ANY THIRD-PARTY USER OF THE SERVICES;

2.2.10. NOT POST, SEND OR OTHERWISE MAKE AVAILABLE ANY MATERIAL THAT:

2.2.10.1. INFRINGES THE ORGANISATION'S AND/OR THE PARTICULAR INITIATIVE'S INTELLECTUAL PROPERTY, OR ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS;

2.2.10.2. IS DEFAMATORY, HARASSING OR OBSCENE;

2.2.10.3. DAMAGES THE ORGANISATION'S AND/OR THE PARTICULAR INITIATIVE'S BRAND OR REPUTATION;

2.2.10.4. IS ILLEGAL, FRAUDULENT, MISLEADING OR DECEPTIVE; AND/OR

2.2.10.5. IS CLASSIFIED BY THE ORGANISATION AND/OR THE INITIATIVE, IN ITS SOLE DISCRETION, AS INAPPROPRIATE FOR INCLUSION ON THE SERVICES;

2.2.11. PROVIDE TO THE ORGANISATION AND/OR THE PARTICULAR INITIATIVE ANY INFORMATION WHICH IT REASONABLY REQUIRES FOR THE PURPOSES OF THE OPERATION OF THE SERVICES AND ENSURE THAT THIS INFORMATION IS BOTH ACCURATE AND COMPLETE AND IS DELIVERED TO THE ORGANISATION AND/OR THE INITIATIVE IN A TIMELY MANNER;

2.2.12. NOT BREACH OR ATTEMPT TO BREACH THE SECURITY OF A SERVICE; AND

2.2.13. NOT INTERFERE WITH THE NORMAL OPERATION OF A SERVICE.

3. MEMBERS' CONDUCT

MEMBERS WILL NOT AT ANY TIME BE A PARTY TO ANY ACT OR MATTER WHEREBY THE ORGANISATION'S AND/OR THE INITIATIVE'S GOODWILL, TRADE OR BUSINESS MAY BE PREJUDICIALLY AFFECTED OR BROUGHT INTO DISREPUTE.

4. VARIATION OF TERMS AND CONDITIONS

THE ORGANISATION HAS THE SOLE RIGHT TO VARY THESE TERMS AND CONDITIONS AT ANY TIME. ANY SUCH VARIATION NOTIFIED BY THE ORGANISATION AND/OR THE PARTICULAR INITIATIVE SHALL TAKE EFFECT IMMEDIATELY (UNLESS A LATER DATE IS SPECIFIED IN THE NOTICE), PROVIDED THAT THE ORGANISATION AND/OR THE INITIATIVE PROVIDES NO LESS THAN 30 BUSINESS DAYS' NOTICE OF THE VARIATION BY:

4.1. NOTICE ADDRESSED TO THE PRIMARY CONTACT AT THE ADDRESS OR EMAIL ADDRESS DETAILED IN THE APPLICATION FORM; OR

4.2. POSTING DETAILS OF THE CHANGE ON THE WEBSITE, PROVIDED THAT, IF THE MEMBER UTILISES A SERVICE FOLLOWING DELIVERY OR POSTING OF ANY SUCH NOTICE, THE MEMBER WILL BE DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS AS VARIED.

5. USE OF INTELLECTUAL PROPERTY

5.1. MEMBERS MUST RECOGNISE THE ORGANISATION'S AND/OR THE INITIATIVE'S TITLE IN RESPECT OF ALL ITS INTELLECTUAL PROPERTY AND SHALL NOT AT ANY TIME DEAL, SELL, DISTRIBUTE OR COPY ANY OF THE ORGANISATION'S AND/OR THE INITIATIVE'S INTELLECTUAL PROPERTY OR RELATED INTELLECTUAL PROPERTY.

5.2. MEMBERS ARE ENTITLED TO USE INTELLECTUAL PROPERTY AND THE RELATED SPECIFIC CONTENT THEREON.

5.3. MEMBERS SHALL NOT MISUSE THE ORGANISATION'S AND/OR THE INITIATIVE'S SUPPLIED INFORMATION AND SHALL RECOGNISE THE ORGANISATION'S AND/OR THE INITIATIVE'S TITLE TO INTELLECTUAL PROPERTY AND ALL RELATED INTELLECTUAL PROPERTY AND SHALL NOT AT ANY TIME DO OR SUFFER TO BE DONE ANY ACT OR ANYTHING WHICH MAY IN ANY WAY IMPAIR THEIR RIGHTS IN ANY RELATED INTELLECTUAL PROPERTY.

5.4. SUBJECT TO THE ORGANISATION'S ANNUAL GENERAL MEETING, WHERE MEMBERS ARE PERMITTED TO VOICE ANY CONCERNS IN RESPECT OF ANY OF THE ORGANISATION'S TERMS AND POLICIES (INCLUDING BUT NOT LIMITED TO THESE TERMS AND CONDITIONS), MEMBERS SHALL NOT AT ANY TIME DIRECTLY OR INDIRECTLY CHALLENGE, CALL INTO QUESTION OR RAISE ANY QUESTIONS CONCERNING THE VALIDITY OF INFORMATION SUPPLIED BY THE ORGANISATION AND/OR THE INITIATIVE OR ITS RELATED INTELLECTUAL PROPERTY.

6. INTELLECTUAL PROPERTY INFRINGEMENT

6.1. IN THE EVENT THAT IT COMES TO A MEMBER'S NOTICE THAT THERE IS AN INFRINGEMENT OR SUSPECTED INFRINGEMENT OF THE INTELLECTUAL PROPERTY, THE MEMBER WILL PROMPTLY NOTIFY THE ORGANISATION AND/OR THE APPLICABLE INITIATIVE IN WRITING. THE ORGANISATION AND/OR THE INITIATIVE WILL HAVE CONTROL OVER ANY STEPS IT MAY WISH TO TAKE IN RELATION TO THE SUSPECTED INFRINGEMENT AND ALL SUCH STEPS SHALL BE AT THE ORGANISATION'S AND/OR THE INITIATIVE'S COST.

6.2. MEMBERS WILL PROVIDE SUCH INFORMATION AND ASSISTANCE IN RESPECT OF SUSPECTED INFRINGEMENT AS THE ORGANISATION AND/OR THE INITIATIVE REASONABLY REQUESTS.

7. USE OF THE ORGANISATION'S AND/OR THE INITIATIVE'S TRADE MARKS FOR MARKETING/PROMOTION

7.1. THE ORGANISATION AND/OR THE PARTICULAR INITIATIVE RECOGNISE THAT IN THE MARKETING AND PROMOTION OF PRODUCTS, MEMBERS MAY ALSO WISH TO USE THE TRADE MARKS. MEMBERS WILL ONLY HAVE THE RIGHT TO USE THE TRADE MARKS SUBJECT TO THESE TERMS AND CONDITIONS.

7.2. THE ORGANISATION AND/OR THE PARTICULAR INITIATIVE MUST BE GIVEN PRIOR WRITTEN NOTICE OF A MEMBER'S DESIRE TO USE ANY TRADE MARKS IN MARKETING AND/OR PROMOTIONAL MATERIALS.

7.3. MEMBERS MAY ONLY USE THE TRADE MARKS IF THE ORGANISATION AND/OR THE PARTICULAR INITIATIVE HAVE GIVEN PRIOR WRITTEN APPROVAL (WHICH APPROVAL MAY BE GRANTED OR WITHHELD IN THE ORGANISATION'S AND/OR THE INITIATIVE'S SOLE DISCRETION). MEMBERS WILL SUBMIT SAMPLES OF THE PROPOSED MARKETING AND PROMOTIONAL MATERIALS TO THE ORGANISATION AND/OR THE PARTICULAR INITIATIVE FOR APPROVAL AT LEAST 15 BUSINESS DAYS PRIOR TO THE INTENDED DATE OF USE. THE ORGANISATION AND/OR THE PARTICULAR INITIATIVE MAY WAIVE THESE APPROVAL REQUIREMENTS IN ANY PARTICULAR INSTANCE SHOULD THEY CHOOSE TO DO SO.

7.4. IF MEMBERS ARE PERMITTED TO USE THE TRADE MARKS FOR MARKETING AND PROMOTIONAL MATERIALS, MEMBERS MUST ENSURE THAT THE TRADE MARKS ARE USED STRICTLY IN ACCORDANCE WITH ANY DIRECTIONS AND/OR CONDITIONS PRESCRIBED BY THE ORGANISATION AND/OR THE PARTICULAR INITIATIVE. FURTHERMORE, THE USE THEREOF SHALL REMAIN SUBJECT TO THESE TERMS AND CONDITIONS.

8. PRIVACY, PROCESSING OF INFORMATION AND SECURITY

8.1. A MEMBER'S PRIVACY IS VERY IMPORTANT TO THE ORGANISATION AND THE INITIATIVES, AND THE ORGANISATION AND THE INITIATIVES WILL USE REASONABLE EFFORTS IN ORDER TO ENSURE THAT ANY INFORMATION, INCLUDING PERSONAL INFORMATION, PROVIDED BY THE MEMBER, OR WHICH IS COLLECTED FROM THE MEMBER, IS STORED IN A SECURE MANNER.

8.2. THE MEMBER AGREES TO GIVE (WHERE APPLICABLE) HONEST, ACCURATE AND CURRENT INFORMATION ABOUT THE MEMBER TO THE ORGANISATION AND TO MAINTAIN AND UPDATE SUCH INFORMATION.

8.3. THE INFORMATION COLLECTED MAY INCLUDE THE FOLLOWING:

8.3.1. INFORMATION COLLECTED FROM "COOKIES" (AS MORE FULLY EXPLAINED BELOW);

8.3.2. INFORMATION COLLECTED WHEN MEMBERS REGISTER ON THE WEBSITE AND/OR COMPLETE AN APPLICATION FORM; AND/OR

8.3.3. ANY OTHER INFORMATION SUBMITTED BY A MEMBER DURING THE PERIOD OF MEMBERSHIP.

8.4. THE WEBSITE MAKES USE OF "COOKIES". A COOKIE IS A SMALL PIECE OF DATA THAT IS STORED BY A MEMBER'S INTERNET BROWSER ON ITS COMPUTER. COOKIES ARE USED TO PROVIDE INFORMATION ABOUT A MEMBER'S PREFERENCES ON THE WEBSITE SO THAT THE ORGANISATION AND/OR THE INITIATIVES CAN PROVIDE MEMBERS WITH BETTER, MORE CUSTOMISED CONTENT AND SERVICE IN THE FUTURE WHEN MEMBERS RETURN TO THE WEBSITE. THE ONLY PERSONAL INFORMATION A COOKIE CAN CONTAIN IS INFORMATION A MEMBER SUPPLIES, AND IT CANNOT READ INFORMATION OFF A MEMBER'S HARD DRIVE. MEMBERS CAN SET THEIR BROWSER TO NOTIFY THEM WHEN THEY ARE GOING TO BE SENT A COOKIE, GIVING MEMBERS THE OPPORTUNITY TO DECIDE WHETHER OR NOT TO ACCEPT IT. NOTWITHSTANDING THE ABOVE, A MEMBER MAY BROWSE THE WEBSITE, OR PORTIONS THEREOF, WHICH ARE OPEN TO PUBLIC VIEWING, ANONYMOUSLY.

8.5. THE INFORMATION COLLECTED BY THE ORGANISATION AND THE INITIATIVES MAY BE USED FOR THE FOLLOWING REASONS:

8.5.1. TO INFORM MEMBERS OF, AND PROVIDE PRODUCTS AND SERVICES TO, MEMBERS; 8.5.2. TO DEVELOP PRODUCTS AND SERVICES FOR MEMBERS; 8.5.3. TO PROCURE RAW MATERIALS, GOODS AND SERVICES FOR MEMBERS; 8.5.4. TO RESPOND TO ENQUIRIES BY MEMBERS; 8.5.5. TO PERSONALISE A MEMBER'S EXPERIENCE ON THE WEBSITE; 8.5.6. TO IMPROVE THE WEBSITE; 8.5.7. TO IMPROVE THE SERVICES TO MEMBERS; 8.5.8. TO ISSUE UNIQUE IDENTIFIERS/REGISTRATION NUMBERS WHERE APPLICABLE; 8.5.9. TO CONDUCT A PRODUCT RECALL; 8.5.10. TO PROCESS ANY RELEVANT TRANSACTIONS WHICH A MEMBER MAY ENTER INTO; 8.5.11. TO CONTACT THE MEMBER DIRECTLY, IN RELATION TO THE SERVICES; 8.5.12. TO DESIGN AND PRINT IDENTITY CARDS; 8.5.13. TO VERIFY EMPLOYMENT HISTORY; 8.5.14. TO ESTABLISH AN EMPLOYEE DATABASE; 8.5.15. TO LOBBY FOR NEW LEGISLATION OR IN RESPECT OF AMENDMENTS TO DRAFT LEGISLATION; 8.5.16. TO MARKET ANY PRODUCTS AND/OR THE SERVICES (AS THE CASE MAY BE) TO THE MEMBER USING DIRECT ELECTRONIC MARKETING COMMUNICATIONS, SUCH AS EMAILS, SMSS, AUTOMATED VOICE MESSAGES AND/OR OTHER SIMILAR MEDIA; 8.5.17. TO SEND E-MAILS AND OTHER COMMUNICATIONS (WHICH ARE NOT REGARDED AS "SPAM") TO MEMBERS; 8.5.18. TO ADMINISTER A CONTEST, PROMOTION, SURVEY OR OTHER FEATURE ON THE WEBSITE; AND/OR 8.5.19. FOR ANY REASON THAT FURTHERS THE LEGITIMATE INTERESTS OF THE ORGANISATION AND/OR THE INITIATIVES AND/OR ITS MEMBERS.

8.6. THE MEMBER ACKNOWLEDGES THAT ANY INFORMATION SUPPLIED TO THE ORGANISATION AND/OR THE INITIATIVES IN RESPECT OF THE SERVICES IS PROVIDED VOLUNTARILY.

8.7. BY SUBMITTING ANY INFORMATION TO THE ORGANISATION AND/OR THE INITIATIVES IN ANY FORM AND/OR REQUESTING THE SERVICES, THE MEMBER FURTHER ACKNOWLEDGES THAT SUCH CONDUCT CONSTITUTES AN UNCONDITIONAL, SPECIFIC AND VOLUNTARY CONSENT TO THE PROCESSING OF SUCH INFORMATION BY THE ORGANISATION AND/OR THE INITIATIVES UNDER ANY APPLICABLE LAW IN THE MANNER CONTEMPLATED IN CLAUSE 8.5 ABOVE, WHICH CONSENT SHALL, IN THE ABSENCE OF ANY REASONABLE WRITTEN OBJECTION RECEIVED FROM THE MEMBER, BE INDEFINITE AND/OR FOR THE PERIOD REQUIRED IN TERMS OF ANY APPLICABLE LAW.

8.8. UNLESS A MEMBER HAS CONSENTED, THE ORGANISATION AND/OR THE INITIATIVE DO NOT SELL, EXCHANGE, TRANSFER, RENT OR OTHERWISE MAKE AVAILABLE ANY PERSONAL INFORMATION ABOUT THE MEMBER (SUCH AS NAME, ADDRESS, EMAIL ADDRESS, TELEPHONE OR FAX NUMBER) TO THIRD PARTIES, BUT DO HOWEVER RESERVE THE RIGHT TO DISCLOSE AGGREGATED INFORMATION REGARDING MEMBERS AND USAGE OF THE WEBSITE (SUCH AS TRAFFIC PATTERNS) TO, AMONGST OTHERS, ADVERTISERS AND SUPPLIERS, AND THE MEMBER INDEMNIFIES THE ORGANISATION AND/OR THE INITIATIVES FROM ANY UNINTENTIONAL DISCLOSURES OF SUCH INFORMATION TO UNAUTHORISED PERSONS.

8.9. THE ORGANISATION AND/OR THE INITIATIVE MAY DISCLOSE PERSONAL INFORMATION IN RESPONSE TO A SPECIFIC REQUEST BY A LAW ENFORCEMENT AGENCY, SUBPOENA, COURT ORDER, OR AS OTHERWISE REQUIRED BY LAW.

8.10. THE ORGANISATION AND/OR THE INITIATIVE USES INDUSTRY STANDARD SECURE SOCKET LAYER ENCRYPTION TECHNOLOGY TO PROTECT MEMBERS' PERSONAL OR BUSINESS INFORMATION DETAILS AS THE DATA TRAVELS OVER THE INTERNET. HOWEVER, THERE IS NO 100% SECURE TRANSMISSION OF DATA ON THE INTERNET GIVEN THE CURRENT STATE OF INTERNET TECHNOLOGY. THEREFORE, THE ORGANISATION AND/OR THE INITIATIVE CANNOT GUARANTEE THE ABSOLUTE SECURITY OF ANY INFORMATION TRANSMITTED, AND EACH MEMBER HEREBY INDEMNIFIES THE ORGANISATION AND/OR THE INITIATIVES IN RESPECT OF ALL LOSSES SUFFERED BY SUCH MEMBER AS A RESULT OF A SECURITY BREACH WHEN SUCH INFORMATION IS TRANSMITTED.

9. PAYMENTS, REFUNDS AND INTEREST

9.1. PAYMENTS

PAYMENTS MADE BY MEMBERS UTILISING THE PAYMENT FACILITY ON THE WEBSITE ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

9.1.1. PAYMENTS ARE TO BE MADE WITHIN 30 DAYS FROM THE DATE OF INVOICE, UNLESS OTHERWISE AGREED TO IN WRITING BY THE ORGANISATION AND/OR THE RELEVANT INITIATIVE;

9.1.2. PAYMENTS WILL BE ALLOCATED TO THE RELEVANT ACCOUNT AS PER THE REFERENCE PROVIDED;

9.1.3. ALL AMOUNTS QUOTED BY THE ORGANISATION AND THE INITIATIVES WILL BE IN THE APPLICABLE LOCAL CURRENCY AND WILL BE INCLUSIVE OF ANY APPLICABLE VALUE-ADDED OR SALES TAX;

9.1.4. A MEMBER'S PAYMENT WILL BE RECONCILED/ALLOCATED TO ITS ACCOUNT WITHIN A PERIOD OF 2 BUSINESS DAYS AFTER THE DATE ON WHICH THE PAYMENT HAS BEEN RECEIVED;

9.1.5. THE ORGANISATION AND/OR THE RELEVANT INITIATIVE DOES NOT ACCEPT ANY LIABILITY FOR A MEMBER'S PAYMENT THAT HAS BEEN REJECTED/DECLINED OR NOT BEEN ALLOCATED TO THE CORRECT ACCOUNT. IT IS A MEMBER'S RESPONSIBILITY TO ENSURE THAT:

9.1.5.1. IT QUOTES THE CORRECT ACCOUNT AND REFERENCE NUMBERS; 9.1.5.2. ITS PERSONAL DETAILS ARE CORRECT; AND 9.1.5.3. ANY ERRORS IN THIS REGARD ARE RECTIFIED TIMEOUSLY AND THAT THE CORRECT PAYMENT ENSUES.

9.1.6. THE ORGANISATION AND/OR THE RELEVANT INITIATIVE HAS NO DUTY OR OBLIGATION TO INFORM A MEMBER THAT A PAYMENT HAS BEEN REJECTED/DECLINED.

9.2. REFUNDS

IN CIRCUMSTANCES WHERE A MEMBER IS ENTITLED TO ANY REFUND FROM THE ORGANISATION AND/OR AN INITIATIVE, THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY:

9.2.1. A REFUND REQUEST MUST BE MADE BY A MEMBER WITHIN 30 BUSINESS DAYS AFTER THE DATE ON WHICH THE PAYMENT WAS MADE;

9.2.2. THE ORGANISATION AND/OR THE RELEVANT INITIATIVE HAS THE SOLE DISCRETION IN DETERMINING WHETHER TO APPROVE A REFUND REQUEST;

9.2.3. NO REFUND WILL BE MADE TO A MEMBER IF THAT MEMBER IS IN ARREARS; AND

9.2.4. ALL REFUNDS WILL BE MADE ON SUCH TERMS AND CONDITIONS AS THE ORGANISATION AND/OR THE RELEVANT INITIATIVE MAY PRESCRIBE.

9.3. DEFAULT INTEREST AND RECOVERY OF COSTS AND EXPENSES

9.3.1. ANY AMOUNT DUE BY A MEMBER TO THE ORGANISATION SHALL, UNLESS OTHERWISE AGREED, BE PAID WITHIN 60 DAYS OF THE DATE OF THE INVOICE.

9.3.2. A MEMBER SHALL BE ENTITLED TO A DISCOUNT (AS SPECIFIED FROM TIME TO TIME) ON ANY INVOICES PAID WITHIN 30 DAYS OF THE DATE OF THE INVOICE.

9.3.3. ANY INVOICE NOT PAID WITHIN 60 DAYS FROM THE DATE OF ISSUE SHALL ATTRACT INTEREST AT A RATE SPECIFIED FROM TIME TO TIME FROM THE DATE OF THE INVOICE TO THE DATE OF PAYMENT (BOTH INCLUSIVE).

9.3.4. THE ORGANISATION AND/OR THE INITIATIVES RESERVE THE RIGHT TO:

9.3.4.1. CLAIM FROM ANY MEMBER FULL REIMBURSEMENT FOR ANY COSTS AND EXPENSES THAT THE ORGANISATION AND/OR THE INITIATIVE HAS INCURRED IN THE COLLECTION OF ANY OVERDUE INVOICES; AND/OR

9.3.4.2. INSTITUTE LEGAL PROCEEDINGS AGAINST ANY MEMBER FOR PAYMENT OF ANY OVERDUE INVOICES (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO CLAIM ANY DAMAGES).

10. CONFIDENTIALITY

MEMBERS WILL ALWAYS KEEP CONFIDENTIAL AND SECURE, AND NOT EXPLOIT OR OTHERWISE MISUSE, ANY INFORMATION OF THE ORGANISATION AND/OR THE INITIATIVES WHICH IS IDENTIFIED AS, OR WOULD REASONABLY BE EXPECTED TO BE, PROPRIETARY, CONFIDENTIAL OR COMMERCIALY SENSITIVE. MEMBERS WILL ONLY DISCLOSE THAT INFORMATION TO THE EXTENT:

10.1. NECESSARY TO PERFORM THEIR OBLIGATIONS ON A "NEED-TO-KNOW" BASIS;

10.2. THE ORGANISATION AND/OR THE INITIATIVE AUTHORISES IT IN WRITING; OR

10.3. AS REQUIRED BY LAW.

11. ASSIGNMENT AND SUBLICENSES

MEMBERS SHALL NOT ASSIGN, TRANSFER OR SUB-LICENSE THEIR RIGHTS AND OBLIGATIONS UNDER THESE TERMS AND CONDITIONS.

12. INDEMNITY

WITHOUT PREJUDICE TO ANY RIGHTS OR REMEDIES AVAILABLE TO THE ORGANISATION AND/OR THE INITIATIVES ARISING FROM ANY OF THE PROVISIONS OF THESE TERMS AND CONDITIONS (THE ORGANISATION AND/OR THE PARTICULAR INITIATIVE BEING ENTITLED TO SELECT WHICH OF THE RIGHTS OR REMEDIES IT SHALL EXERCISE), THE MEMBER AGREES TO INDEMNIFY THE ORGANISATION AND/OR THE PARTICULAR INITIATIVE AND KEEP IT INDEMNIFIED AGAINST ALL LOSSES WHICH THE ORGANISATION AND/OR THE INITIATIVE MAY SUFFER OR INCUR ARISING OUT OF OR IN CONNECTION WITH:

12.1. A BREACH OF THESE TERMS AND CONDITIONS OR ANY OF THE MEMBER'S OBLIGATIONS HEREIN CONTAINED;

12.2. ANY CLAIM AGAINST THE ORGANISATION AND/OR THE INITIATIVE BY A THIRD PARTY RELATING TO, OR ARISING OUT OF, A MEMBER'S USE OF THE SERVICES;

12.3. ANY ACCESS TO, OR USE OF, THE SERVICES BY ANY EMPLOYEE, CONTRACTOR, AGENT OR ASSOCIATE OF A MEMBER;

12.4. THE USE BY A MEMBER OF THE WEBSITE OR ANY PAYMENTS MADE VIA THE WEBSITE;

12.5. ANY CLAIM BY A THIRD PARTY THAT ANY CONTENT INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF THAT THIRD PARTY;

12.6. ANY FAILURE BY A MEMBER TO COMPLY WITH ANY INSTRUCTIONS FOR USE; AND

12.7. WITHOUT LIMITING THE FOREGOING, ANY ERROR, INACCURACY, OMISSION, DEFECT, LACK OF COMPLETENESS, MISREPRESENTATION OR OTHER IMPERFECTION IN RESPECT OF ANY CONTENT OR OF ANY NOTIFICATION GENERATED BY THE MEMBER.

13. LIABILITY

13.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW:

13.1.1. ALL TERMS, CONDITIONS AND WARRANTIES WHICH WOULD OTHERWISE BE IMPLIED IN THESE TERMS AND CONDITIONS ARE EXCLUDED; AND

13.1.2. WHERE ANY IMPLIED TERM MAY NOT BE EXCLUDED, THE ORGANISATION AND/OR THE PARTICULAR INITIATIVE LIMITS ITS LIABILITY FOR ANY BREACH OF THAT TERM (AT THE ORGANISATION'S AND/OR THE INITIATIVE'S OPTION) TO:

13.1.2.1. IF THE BREACH RELATES TO SERVICES: 13.1.2.1.1. THE RE-SUPPLYING OF THE SERVICES AGAIN; OR 13.1.2.1.2. PAYMENT OF THE REASONABLE COST OF HAVING THE SERVICES SUPPLIED AGAIN; AND

13.1.2.2. IF THE BREACH RELATES TO GOODS: 13.1.2.2.1. THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; 13.1.2.2.2. THE REPAIR OF THE GOODS; 13.1.2.2.3. THE PAYMENT OF THE REASONABLE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR 13.1.2.2.4. THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED.

13.2. THE ORGANISATION AND/OR THE INITIATIVE DO NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE AT OR FOR ANY PARTICULAR TIME, OR THAT IT WILL BE FREE FROM ERROR OR INTERRUPTION; HOWEVER, THE ORGANISATION AND/OR THE INITIATIVE SHALL TAKE ANY AND ALL REASONABLE AND NECESSARY STEPS TO PREVENT INTERRUPTIONS AND MINIMISE THE TIME OF INTERRUPTION.

13.3. TO THE MAXIMUM EXTENT PERMITTED BY LAW, A MEMBER AGREES THAT THE ORGANISATION AND/OR THE PARTICULAR INITIATIVE SHALL NOT BE LIABLE TO A MEMBER FOR ANY LOSSES (WHETHER ARISING IN NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, AND BREACH OF ANY OTHER LAW OR OTHERWISE) ARISING FROM:

13.3.1. THESE TERMS AND CONDITIONS;

13.3.2. A MEMBER'S FAILURE TO ACCESS OR USE THE SERVICES IN ACCORDANCE WITH ANY INSTRUCTIONS FOR USE;

13.3.3. A MEMBER'S USE OF, OR RELIANCE ON, THE SERVICES;

13.3.4. ANY FAILURE BY THE ORGANISATION AND/OR THE INITIATIVE TO PROVIDE ALL OR PART OF THE SERVICES;

13.3.5. ANY FAILURE TO ANY AUDIT CARRIED OUT; OR

13.3.6. ANY SUPPORT SERVICES, DOCUMENTATION OR OTHER PRODUCTS OR SERVICES PROVIDED TO A MEMBER BY THE ORGANISATION AND/OR THE INITIATIVE IN RESPECT OF A MEMBER'S USE OF THE SERVICES.

13.4. A MEMBER AGREES THAT THE ORGANISATION AND/OR THE RELEVANT INITIATIVE SHALL NOT BE LIABLE TO A MEMBER FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES (INCLUDING LOSS OR CORRUPTION OF DATA, LOSS OF ANY CONTRACT, LOSS OF ANY BUSINESS REVENUE, LOSS OF PROFITS, FAILURE TO REALISE EXPECTED PROFITS OR SAVINGS, OR ANY OTHER COMMERCIAL LOSS OR ECONOMIC LOSS OF ANY KIND).

13.5. THE ORGANISATION AND/OR THE PARTICULAR INITIATIVE DO NOT WARRANT THAT THE ENTITLEMENT TO USE, OR USE OF, THE SERVICES SATISFIES ALL OR ANY LEGAL OR STATUTORY OBLIGATIONS, STANDARDS OR LAWS ("**OBLIGATIONS**"). WITHOUT LIMITING THE FOREGOING, THE ORGANISATION AND/OR THE INITIATIVES DO NOT WARRANT THAT ANY NOTIFICATION WILL SUCCESSFULLY BE DELIVERED TO ANY PERSON OR ORGANISATION, INCLUDING ANY AUTHORITY.

13.6. A MEMBER ACKNOWLEDGES AND AGREES THAT ANY APPLICABLE FEES CHARGED BY THE ORGANISATION AND/OR THE PARTICULAR INITIATIVE ARE DETERMINED:

13.6.1. WITH A VIEW TO MAKING THE SERVICES ACCESSIBLE FOR USE BY PERSONS RATHER THAN WITH THE PRIMARY MOTIVATION OF DERIVING PROFIT; AND

13.6.2. ON THE ASSUMPTION THAT THE EXCLUSIONS AND LIMITS ON LIABILITY AND THE INDEMNITIES AND RELEASES FROM LIABILITY GRANTED BY A MEMBER PURSUANT TO THESE TERMS AND CONDITIONS ARE, AND WILL REMAIN, ENFORCEABLE AGAINST A MEMBER.

13.7. A MEMBER AGREES THAT THE EXCLUSIONS AND LIMITS ON LIABILITY AND THE INDEMNITIES AND RELEASES FROM LIABILITY SET OUT IN THESE TERMS AND CONDITIONS ARE FAIR AND REASONABLE.

13.8. A MEMBER ACKNOWLEDGES THAT THE ORGANISATION AND/OR THE INITIATIVES ARE NOT RESPONSIBLE FOR MONITORING THE CONDUCT OF ANY RECALL OR WITHDRAWAL, VERIFYING ANY CONTENT OR ANY INFORMATION PROVIDED BY ANY THIRD PARTY VIA THE SERVICES, OR CONFIRMING THE CONTENT, DELIVERY OR RECEIPT OF ANY NOTIFICATION.

13.9. A MEMBER ACKNOWLEDGES THAT THE SERVICE MAY BE PROVIDED TO ASSIST THE MEMBER IN THE CONDUCT OF BUSINESS (OR ACTIVITIES), WHICH MAY INCLUDE USE AS A SYSTEM FOR CONDUCTING AUDITS AND COMPLYING WITH OBLIGATIONS, BUT THAT IT IS NOT DESIGNED OR INTENDED TO ENSURE OR GUARANTEE SUCH PERFORMANCE OR COMPLIANCE.

13.10. A MEMBER ACKNOWLEDGES AND AGREES THAT THE MEMBER REMAINS SOLELY LIABLE AND RESPONSIBLE FOR THE MEMBER'S BUSINESS ACTIVITIES AND PERFORMANCE AND FOR COMPLIANCE WITH OBLIGATIONS, AND THAT A MEMBER WILL NOT MAKE ANY CLAIM, NOR TAKE ANY ACTION, AGAINST THE ORGANISATION AND/OR THE INITIATIVE IN RESPECT OF ANY LOSSES SUFFERED BY THE MEMBER AS A RESULT OF ANY NON-COMPLIANCE BY THE MEMBER WITH ANY OBLIGATION OR FAILURE TO ADEQUATELY CONDUCT OR PERFORM ANY BUSINESS ACTIVITY, INCLUDING ANY AUDITS CARRIED OUT. WITHOUT LIMITING THE FOREGOING, A MEMBER ACKNOWLEDGES THAT IT IS THE MEMBER'S SOLE RESPONSIBILITY TO ENSURE COMPLIANCE WITH ALL OBLIGATIONS, AND A MEMBER AGREES TO TAKE ALL SUCH REASONABLE STEPS AS ARE REQUIRED TO ENSURE SUCH COMPLIANCE BY MEANS IN ADDITION TO THE USE OF THE SERVICES.

14. GENERAL DISCLAIMER

14.1. THESE TERMS AND CONDITIONS (AND ANY REFERENCE TO IT INCLUDES ANY DOCUMENTS ANNEXED TO IT), OR WHICH MAY BE MADE AVAILABLE TO ANY PERSON AS A RESULT OF THEM BEING A MEMBER OF THE ORGANISATION AND/OR ANY INITIATIVE, ARE DISTRIBUTED FOR THE USE OF THE MEMBER ONLY.

14.2. THESE TERMS AND CONDITIONS ARE NOT COMPREHENSIVE NOR DO THEY COVER ALL ITEMS THAT MAY BE MATERIAL TO THE MEMBER.

14.3. THESE TERMS AND CONDITIONS ARE STRICTLY CONFIDENTIAL. THEY MAY NOT BE COPIED, DISCLOSED OR DISTRIBUTED TO ANY OTHER PERSON, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ORGANISATION AND/OR THE INITIATIVE UNLESS SUCH PERSON IS ADVISING THE RECIPIENT IN REGARD

TO BECOMING A MEMBER OF THE ORGANISATION AND/OR AN INITIATIVE, AND IN EITHER CASE ONLY SUBJECT TO SUCH PERSON ACKNOWLEDGING EXPRESSLY IN WRITING IN FAVOUR OF THE ORGANISATION AND/OR THE PARTICULAR INITIATIVE THAT IT IS AWARE OF AND AGREES TO THE TERMS HEREOF.

14.4. THESE TERMS AND CONDITIONS MAY ONLY BE USED FOR THE PURPOSES OF ESTABLISHING GENERAL INFORMATION RELATING TO THE SERVICES.

14.5. THE INFORMATION IS NOT INTENDED TO FORM THE BASIS OF ANY DECISION BY ANY PERSON, AND ANY RECIPIENT WHO USES IT DOES SO AT ITS OWN RISK AND IT DOES NOT CONSTITUTE A RECOMMENDATION BY THE ORGANISATION AND/OR THE INITIATIVES AND/OR ANY OF THEIR AFFILIATES TO ANY MEMBER. ALL MEMBERS MUST, AT THEIR OWN EXPENSE, MAKE THEIR OWN ASSESSMENT AS TO THE SERVICES PROVIDED. IT WILL BE THE SOLE RESPONSIBILITY OF A MEMBER TO PERFORM ITS OWN DUE DILIGENCE OR CARRY OUT SUCH OTHER INVESTIGATIONS AS IT CONSIDERS NECESSARY WITH RESPECT TO THE SERVICES REQUIREMENTS.

14.6. THE INFORMATION PROVIDED IN THIS DOCUMENT SHOULD NOT BE USED AS A SUBSTITUTE FOR OBTAINING SPECIFIC LEGAL OR OTHER ADVICE IN RELATION TO COMPLIANCE WITH THE RELEVANT SERVICES.

14.7. THESE TERMS AND CONDITIONS DO NOT PURPORT TO BE COMPREHENSIVE NOR TO HAVE BEEN VERIFIED OR AUDITED. THE ORGANISATION AND/OR ITS AFFILIATES DO NOT ACCEPT ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF, OR MAKE ANY REPRESENTATION OR WARRANTY OR GIVE ANY UNDERTAKING, EXPRESS, IMPLIED OR TACIT, WITH RESPECT TO THE INFORMATION AND ANY OPINIONS CONTAINED IN THESE TERMS AND CONDITIONS OR OPINION MADE AVAILABLE OR TO BE MADE AVAILABLE, WHETHER IN WRITTEN, ORAL OR OTHER FORMAT, TO ANY RECIPIENT OR ITS ADVISORS. ANY LIABILITY IS ACCORDINGLY EXPRESSLY DISCLAIMED BY THE AFFILIATES EVEN IF ANY LOSSES ARE CAUSED BY ANY ACT OR OMISSION ON THE PART OF THE AFFILIATES, WHETHER NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) OR OTHERWISE. NO INFORMATION OR OPINION SHALL BE READ AS APPLYING TO ANY FUTURE STATE OF AFFAIRS NOR GUARANTEEING THE ACHIEVABILITY OF ANY ESTIMATES.

14.8. THESE TERMS AND CONDITIONS MAY BE SUPERSEDED BY ANY LATER WRITTEN INFORMATION ON THE SAME SUBJECT MADE AVAILABLE TO A MEMBER BY OR ON BEHALF OF THE ORGANISATION AND/OR THE INITIATIVES (THERE BEING NO OBLIGATION BY THE ORGANISATION AND/OR THE INITIATIVES TO UPDATE ANY SUCH INFORMATION OR CORRECT ANY INACCURACIES HEREIN).

14.9. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO CONSTITUTE AN AGREEMENT BY THE ORGANISATION AND/OR THE INITIATIVES TO PERMIT A MEMBER TO HAVE UNRESTRICTED OR ANY OTHER TYPE OF ACCESS TO THE ORGANISATION'S AND/OR INITIATIVES' INFORMATION, BOOKS, RECORDS OR EMPLOYEES OR OTHERWISE.

14.10. NEITHER THESE TERMS AND CONDITIONS NOR THE USE BY ANY MEMBER OF ANY PART THEREOF IS TO BE TAKEN AS ANY FORM OF COMMITMENT ON THE PART OF THE ORGANISATION AND/OR THE INITIATIVES TO PROCEED WITH THE PROVISION OF SERVICES, AND THE RIGHT IS RESERVED TO THE ORGANISATION AND/OR THE INITIATIVES TO TERMINATE OR VARY THE PROCEDURE IN ITS DISCRETION AT ANY TIME WITHOUT ADVANCE NOTICE, WITHOUT BEING OBLIGED TO FURNISH REASONS, AND WITHOUT LIABILITY FOR ANY LOSSES INCURRED BY A MEMBER. A MEMBER WAIVES ANY RIGHT WHICH IT MAY HAVE NOW OR IN THE FUTURE TO RELY ON ANY FORM OF LEGITIMATE EXPECTATION AGAINST THE ORGANISATION AND/OR THE INITIATIVES.

14.11. THIS DOCUMENT HAS NOT BEEN FILED, REGISTERED OR APPROVED IN ANY JURISDICTION OUTSIDE OF THE PRIMARY JURISDICTION OF THE ORGANISATION. RECIPIENTS OF THIS DOCUMENT RESIDENT OUTSIDE OF THAT JURISDICTION SHOULD INFORM THEMSELVES OF AND OBSERVE ANY APPLICABLE LEGAL REQUIREMENTS.

15. WEBSITE DISCLAIMER

15.1. TO THE BEST OF THE KNOWLEDGE AND BELIEF OF THE ORGANISATION AND/OR THE INITIATIVE, ALL THE INFORMATION AVAILABLE ON THE WEBSITE IS ACCURATE AND CORRECT AT THE TIME OF USE OF THE WEBSITE. NOTWITHSTANDING THE SAME, THE ORGANISATION AND/OR THE INITIATIVE HEREBY DISCLAIMS ANY AND ALL LIABILITY IN RESPECT OF THE ACCURACY AND/OR COMPLETENESS OF THE INFORMATION CONTAINED ON THE WEBSITE, SINCE THE MATERIALS INCLUDED ON SUCH WEBSITE ARE FOR INFORMATION PURPOSES ONLY AND ARE NOT FOR THE PURPOSE OF PROVIDING

ADVICE. ACCORDINGLY, THE ORGANISATION AND/OR THE INITIATIVE ARE NOT LIABLE FOR ANY LOSSES WHATSOEVER, HOWEVER CAUSED OR INCURRED, THAT MAY ARISE AS A RESULT OF THE USE OF ANY SUCH INFORMATION CONTAINED ON THE WEBSITE.

15.2. NO LIABILITY OR RESPONSIBILITY IS ACCEPTED BY THE ORGANISATION AND/OR THE INITIATIVE IF THE INFORMATION OR DATA ON THE WEBSITE IS, FOR WHATEVER REASON, CORRUPTED OR NOT CAPABLE OF BEING ACCESSED. NO WARRANTY IS GIVEN THAT THIS WEBSITE IS FREE OF VIRUSES. USE OF THE WEBSITE IS AT THE MEMBER'S OWN RISK.

15.3. USE OF AND ACCESS TO THE WEBSITE DOES NOT CREATE ANY RELATIONSHIP BETWEEN THE ORGANISATION AND THE MEMBER. ACCORDINGLY, ANY MEMBER WHO MAKES USE OF THE INFORMATION CONTAINED ON THE WEBSITE AND/OR ANY VISITOR TO THE WEBSITE, FOR WHATEVER REASON, AGREES TO HOLD HARMLESS AND INDEMNIFIES THE ORGANISATION AND/OR THE INITIATIVE, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY CLAIMS WHATSOEVER MADE AGAINST SUCH PARTIES AS A RESULT OF THE USE OF OR VISITING SUCH WEBSITE BY SUCH MEMBER.

15.4. FURTHERMORE, ANY MEMBER WHO MAKES USE OF THE INFORMATION CONTAINED ON THE WEBSITE AND/OR ANY VISITOR TO THIS WEBSITE AGREES THAT HE/SHE SHALL NOT HOLD THE ORGANISATION AND/OR THE INITIATIVE, ITS DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS LIABLE OR RESPONSIBLE FOR ANY LOSSES OF ANY KIND (INCLUDING, INTER ALIA, PERSONAL INJURY AND MENTAL ANGUISH), HOWSOEVER CAUSED, THAT MAY OCCUR AS A RESULT OF THE USE OF ANY SUCH INFORMATION CONTAINED ON THE WEBSITE AND/OR A VISIT TO SUCH WEBSITE.

15.5. THE VIEWS EXPRESSED ON THE WEBSITE ARE, UNLESS OTHERWISE STATED, THOSE OF THE AUTHORS AND NOT THOSE OF THE ORGANISATION AND/OR THE INITIATIVE OR ITS MANAGEMENT. THE ORGANISATION AND/OR THE INITIATIVE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF ANY INFORMATION ON THIS WEBSITE FOR ANY PERSON OR TRANSACTION.

15.6. THE ORGANISATION AND/OR THE INITIATIVE RESERVES THE RIGHT TO MONITOR, INTERCEPT AND BLOCK COMMUNICATIONS ADDRESSED IN CONNECTION WITH OR IN RESPECT OF THIS WEBSITE, OR TO TAKE ANY OTHER ACTION IT DEEMS NECESSARY.

16. COMPETITION LAW DISCLAIMER

16.1. THE ORGANISATION, THE INITIATIVES AND THE MEMBERS' PURPOSE IS TO ENHANCE THE ABILITY OF ALL INDUSTRY MEMBERS TO COMPETE MORE EFFICIENTLY AND EFFECTIVELY AND TO PROMOTE PARTNERSHIP AMONGST MEMBERS ACROSS THE RELEVANT INDUSTRY IN RESOLVING SHARED, NON-COMPETITIVE MATTERS IN THE MOST EFFECTIVE AND EFFICIENT MANNER TO THE ULTIMATE BENEFIT OF THE CONSUMER.

16.2. THE ORGANISATION, THE INITIATIVES AND THE MEMBERS RECOGNISE THAT ALL CONSUMERS HAVE THE RIGHT TO THE BENEFITS OF FREE AND OPEN COMPETITION.

16.3. IT IS WIDELY RECOGNISED THAT INDUSTRY ASSOCIATIONS PERFORM FUNCTIONS WHICH ARE LEGITIMATE, WHICH BENEFIT CONSUMERS AND WHICH PROMOTE THE COMPETITIVENESS AND EFFICIENCY OF THE INDUSTRY AS A WHOLE. HOWEVER, GIVEN THE NATURE OF INDUSTRY ASSOCIATIONS, PARTICIPATION WITHIN AN INDUSTRY ASSOCIATION MAY PROVIDE A PLATFORM FOR MEMBERS MEETING UNDER ITS AUSPICES TO COLLUDE AND CO-ORDINATE THEIR ACTIONS. THE ORGANISATION AND/OR THE INITIATIVES RECOGNISE THAT MANY OF ITS MEMBERS ARE IN A HORIZONTAL RELATIONSHIP (I.E. COMPETITORS) AND MANY OF ITS MEMBERS ARE IN A VERTICAL RELATIONSHIP (I.E. FIRMS AND THEIR SUPPLIERS, CUSTOMERS OR BOTH).

16.4. ACCORDINGLY, CARE MUST BE EXERCISED TO ENSURE THAT THE ORGANISATION AND/OR THE INITIATIVES ARE NOT USED AS A PLATFORM FOR COLLUSION, AND ALL ACTIVITIES MUST BE CAREFULLY MEASURED AGAINST THE PREVAILING COMPETITION LAW OF THE APPLICABLE JURISDICTION. THE ORGANISATION, THE INITIATIVES AND THE MEMBERS RECOGNISE THE NEED TO EXERCISE EXTREME CARE TO AVOID ANY VIOLATION OF COMPETITION LAW AND TO IMMEDIATELY RAISE THE SUSPICION OF A POSSIBLE VIOLATION OF COMPETITION LAW.

16.5. THE ORGANISATION AND/OR THE INITIATIVES WILL UNDER NO CIRCUMSTANCES ATTEMPT TO GUIDE THE INDEPENDENT MARKET BEHAVIOUR OF ITS MEMBERS AND WILL ENCOURAGE INDIVIDUAL MEMBERS TO MAKE BUSINESS DECISIONS ON THEIR OWN AND WITHOUT CONSULTATION WITH THEIR COMPETITORS.

16.6. TO THIS END, THE FOLLOWING COMMERCIALLY SENSITIVE TOPICS SHALL BE SCRUPULOUSLY AVOIDED AT ALL TIMES:

16.6.1. THE INCREASING, DECREASING OR STANDARDISING OF CURRENT OR FUTURE PRICES, PRICING PROCEDURES, DISCOUNTS, CREDIT TERMS OR REBATES;

16.6.2. PROFIT LEVELS;

16.6.3. THE ALLOCATION OF CUSTOMERS, SUPPLIERS, PRODUCTS, SERVICES OR TERRITORIES; AND

16.6.4. THE TENDERING FOR CURRENT OR FUTURE BUSINESS.

16.7. IN ADDITION, THE ORGANISATION AND/OR THE INITIATIVES WILL ENSURE THAT:

16.7.1. THERE ARE NO UNDUE EXCLUSIONS FROM MEMBERSHIP OF THE ORGANISATION AND/OR THE INITIATIVES. ACCORDINGLY, RULES FOR ADMISSION TO THE ORGANISATION AND/OR THE INITIATIVES AND ANY OF ITS INITIATIVES MUST BE TRANSPARENT, PROPORTIONATE, BASED ON OBJECTIVE CRITERIA AND ENFORCED IN A NON-DISCRIMINATORY WAY;

16.7.2. PARTICIPATION IN THE ORGANISATION AND/OR THE INITIATIVES OR ANY OF ITS PROJECTS IS AT ALL TIMES VOLUNTARY, AND A FAILURE TO PARTICIPATE WILL NOT BE USED TO PENALISE ANY MEMBER OR NON-MEMBER;

16.7.3. THERE ARE NO RESTRICTIONS ON DEALING WITH NON-MEMBERS;

16.7.4. ANY STANDARDS DEVELOPED THROUGH THE ORGANISATION AND/OR THE INITIATIVES REMAIN VOLUNTARY STANDARDS; AND

16.7.5. NO UNDUE LIMITATIONS ON ACCESS TO THE ORGANISATION'S AND/OR THE INITIATIVES' INFORMATION (WHICH AT ALL TIMES REMAINS INFORMATION OF A NON-COMPETITIVE NATURE) ARE PUT INTO PLACE.

16.8. SHOULD ANY MEMBER BECOME AWARE OF A SITUATION THAT MIGHT HAVE COMPETITION LAW IMPLICATIONS FOR THE ORGANISATION AND/OR THE INITIATIVES, IT SHALL IMMEDIATELY NOTIFY THE ORGANISATION AND/OR THE INITIATIVES OF SUCH CONDUCT.

16.9. THROUGH THESE UNDERTAKINGS AND MEASURES, THE ORGANISATION, THE INITIATIVES AND THE MEMBERS REMAIN FIRMLY COMMITTED TO THE PRINCIPLES OF ENHANCING COMPETITION AND UNDERTAKE TO COMPLY STRICTLY WITH THE PREVAILING COMPETITION LAW OF THE APPLICABLE JURISDICTION.

17. TERMINATION OF MEMBERSHIP

17.1. THE ORGANISATION AND/OR THE INITIATIVE SHALL HAVE THE RIGHT TO TERMINATE MEMBERSHIP IMMEDIATELY BY GIVING NOTICE IF:

17.1.1. A MEMBER FAILS TO PAY ANY AMOUNT PAYABLE TO THE ORGANISATION AND/OR THE RELEVANT INITIATIVE BY ITS DUE DATE;

17.1.2. A MEMBER BREACHES ANY OF THE PROVISIONS OF THESE TERMS AND CONDITIONS; AND/OR

17.1.3. A LIQUIDATION EVENT OCCURS IN RESPECT OF A MEMBER;

(EACH A "**TERMINATION EVENT**")

17.2. THE ORGANISATION AND/OR THE RELEVANT INITIATIVE MAY OTHERWISE TERMINATE MEMBERSHIP IN ANY OTHER CIRCUMSTANCES BY GIVING SIX (6) MONTHS' WRITTEN NOTICE TO A MEMBER.

17.3. TERMINATION OF MEMBERSHIP DOES NOT RELIEVE THE ORGANISATION AND/OR THE INITIATIVES FROM ANY LOSSES ARISING FROM ANY PRIOR BREACH OF THE TERMS OF MEMBERSHIP.

18. CONSEQUENCES OF TERMINATION

18.1. ON TERMINATION OF MEMBERSHIP, THE MEMBER'S RIGHTS SHALL TERMINATE, AND THEY WILL IMMEDIATELY:

18.1.1. BECOME LIABLE TO PAY ANY AND ALL DEFAULT INTEREST AND COSTS AND EXPENSES INCURRED BY THE ORGANISATION AND/OR THE INITIATIVE IN COLLECTING PAYMENT, AS DESCRIBED IN CLAUSE 9.3 ABOVE;

18.1.2. CEASE ALL DIRECT OR INDIRECT USE OF THE INTELLECTUAL PROPERTY; AND

18.1.3. RETURN (WITHOUT RETAINING COPIES THEREOF) ALL MATERIAL, NOTES, DATA, INSTRUCTIONS AND OTHER PAPERS, SAMPLES, MATERIALS AND PROPERTY THE ORGANISATION AND/OR THE INITIATIVES SUPPLIED, OR OTHER ITEMS WHICH CONTAIN THE ORGANISATION'S AND/OR THE INITIATIVES' CONFIDENTIAL INFORMATION OR INTELLECTUAL PROPERTY.

18.2. THE CONSEQUENCES OF TERMINATION DESCRIBED IN CLAUSE 18.1 ABOVE SHALL TAKE EFFECT ONLY IN RESPECT OF THE ORGANISATION AND/OR THE PARTICULAR INITIATIVE AT WHICH MEMBERSHIP WAS TERMINATED AND SHALL NOT EXTEND TO ANY OTHER INITIATIVES TO WHICH THAT MEMBER MAY BELONG, UNLESS THE TERMINATION EVENTS HAVE OCCURRED IN ALL OF THE INITIATIVES AND THE ORGANISATION.

19. DISPUTE RESOLUTION

19.1. SHOULD ANY DISPUTE OR DIFFERENCE ARISE BETWEEN THE ORGANISATION AND/OR THE INITIATIVES AND A MEMBER RELATING TO OR ARISING OUT OF THESE TERMS AND CONDITIONS, INCLUDING THE IMPLEMENTATION, EXECUTION, INTERPRETATION, RECTIFICATION, TERMINATION OR CANCELLATION, THEN THE DISPUTE OR DIFFERENCE WILL BE REFERRED FOR ARBITRATION TO THE APPLICABLE ARBITRATION BODY IN TERMS OF ITS ARBITRATION RULES FOR THE TIME BEING IN FORCE.

19.2. A MEMBER IRREVOCABLY AGREES THAT THE DECISION OF THE ARBITRATOR IN THE ARBITRATION PROCEEDINGS:

19.2.1. SHALL BE FINAL AND BINDING;

19.2.2. WILL BE CARRIED INTO EFFECT; AND

19.2.3. WILL BE MADE AN ORDER OF ANY COURT IN THE APPLICABLE JURISDICTION.

19.3. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE CONSTRUED AS PRECLUDING ANY PARTY FROM APPLYING TO COURT FOR A TEMPORARY INTERDICT OR OTHER RELIEF OF AN URGENT NATURE, PENDING THE DECISION OR AWARD OF THE ARBITRATOR.

20. NOTICES

20.1. ALL NOTICES AND OTHER COMMUNICATIONS REQUIRED OR PERMITTED UNDER THESE TERMS AND CONDITIONS SHALL BE IN WRITING AND SHALL BE DELIVERED PERSONALLY, SENT BY REGISTERED POST, SENT BY FACSIMILE TRANSMISSION, AND/OR E-MAIL (AND, SUBJECT TO CLAUSE 20.2 BELOW, PROMPTLY CONFIRMED BY REGISTERED POST OR, IN THE CASE OF OVERSEAS MAIL, BY AIR COURIER SERVICE).

20.2. NOTICES SENT BY E-MAIL TO A CHOSEN E-MAIL ADDRESS THAT HAS BEEN COMMUNICATED TO THE ORGANISATION AND/OR A MEMBER, AS THE CASE MAY BE, SHALL BE DEEMED TO HAVE BEEN RECEIVED ON THE DATE OF DESPATCH (UNLESS THE CONTRARY IS PROVED).

20.3. ANY SUCH NOTICE SHALL BE DEEMED GIVEN WHEN SO DELIVERED PERSONALLY, OR IF SENT BY FACSIMILE TRANSMISSION ON THE NEXT FOLLOWING BUSINESS DAY IN THE COUNTRY IN WHICH IT IS RECEIVED, OR THE NEXT DAY AFTER SENDING BY REGISTERED OR ORDINARY POST.

20.4. NOTICES FOR MEMBERS WILL BE SENT TO THE ADDRESS SPECIFIED ON THE APPLICATION FORM (OR SUCH OTHER ADDRESS AS A MEMBER MAY NOTIFY THE ORGANISATION AND/OR THE INITIATIVE OF FROM TIME TO TIME).

20.5. NOTICES FOR THE ORGANISATION AND/OR THE INITIATIVE MUST BE SENT TO THE CHIEF EXECUTIVE OFFICER OF THE ORGANISATION AT THE ORGANISATION'S REGISTERED ADDRESS AS NOTIFIED TO A MEMBER FROM TIME TO TIME.

21. GENERAL PROVISIONS

21.1. THESE TERMS AND CONDITIONS ARE GOVERNED BY THE LAW OF THE APPLICABLE JURISDICTION, AND MEMBERS SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE APPLICABLE COURT.

21.2. IF ANY PROVISION CONTAINED IN THESE TERMS AND CONDITIONS IS HELD TO BE ILLEGAL, INVALID OR UNENFORCEABLE, IT SHALL BE SEVERABLE, SHALL BE DEEMED TO BE DELETED FROM THESE TERMS AND CONDITIONS, AND SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF OTHER PROVISIONS IN THESE TERMS AND CONDITIONS.

21.3. THESE TERMS AND CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE PARTIES CONCERNING ITS SUBJECT MATTER, AND ANY PREVIOUS TERMS AND CONDITIONS ARE NOVATED AND SUPERSEDED BY THESE TERMS AND CONDITIONS IN THEIR ENTIRETY AS THE GOVERNING DOCUMENT IN RESPECT OF THE TERMS AND CONDITIONS AS BETWEEN THE ORGANISATION AND MEMBERS AND/OR INITIATIVE MEMBERS.

21.4. NO FAVOUR, DELAY, RELAXATION OR INDULGENCE ON THE PART OF THE ORGANISATION AND/OR THE INITIATIVES IN EXERCISING ANY POWER OR RIGHT CONFERRED ON SUCH PARTY IN TERMS OF THESE TERMS AND CONDITIONS SHALL OPERATE AS A WAIVER OF SUCH POWER OR RIGHT, NOR SHALL ANY SINGLE OR PARTIAL EXERCISE OF ANY SUCH POWER OR RIGHT PRECLUDE ANY OTHER OR FURTHER EXERCISE THEREOF OR THE EXERCISE OF ANY OTHER POWER OR RIGHT UNDER THESE TERMS AND CONDITIONS. ANY WAIVER BY THE ORGANISATION AND/OR THE INITIATIVES OF A BREACH OF ANY TERMS AND CONDITIONS SHALL NOT PREVENT THE SUBSEQUENT ENFORCEMENT OF THOSE TERMS AND CONDITIONS NOR BE DEEMED TO BE A WAIVER OF ANY SUBSEQUENT BREACH OF THAT OR ANY OTHER TERM AND CONDITION.

21.5. NO ORAL WAIVER OR AGREEMENT NOT TO PURSUE A CLAIM SHALL BE OF ANY FORCE OR EFFECT.

PART B – SERVICE INITIATIVE A TERMS AND CONDITIONS

1. APPLICATION

THESE TERMS AND CONDITIONS ARE APPLICABLE TO ALL MEMBERS OF THIS INITIATIVE.

2. COMPLIANCE

EACH MEMBER SHALL COMPLY WITH THE GENERAL TERMS AND CONDITIONS AND THESE INITIATIVE TERMS AND CONDITIONS.

3. GRANT OF LICENCE

3.1. ONCE THE INITIATIVE ISSUES AN APPLICANT WITH A USER ACCOUNT, THE INITIATIVE GRANTS MEMBERSHIP BY WAY OF A NON-EXCLUSIVE, NON-TRANSFERABLE LICENCE TO ACCESS AND/OR USE THE INITIATIVE-RELATED INFORMATION ON THE WEBSITE.

3.2. THE LICENCE WILL COMMENCE ON THE DATE THAT THE INITIATIVE ISSUES THE MEMBER WITH A USER ACCOUNT AND WILL CONTINUE UNTIL MEMBERSHIP IS TERMINATED.

3.3. THE MEMBER SHALL NOT BE ENTITLED TO CEDE AND/OR ASSIGN ANY OF ITS RIGHTS AND OBLIGATIONS UNDER THE LICENCE TO ANY THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE INITIATIVE.

3.4. MEMBERS SHALL NOT PASS ANY USERNAMES AND PASSWORDS ASSIGNED TO THEM UNDER THE LICENCE GRANTED TO ANYONE OTHER THAN THOSE ASSIGNED TO RIGHTFULLY USE THOSE USERNAMES AND PASSWORDS.

4. FEES

4.1. MEMBERS WILL PAY TO THE INITIATIVE AN ANNUAL LICENCE FEE IN FULL BY NO LATER THAN 30 DAYS AFTER THE BEGINNING OF THE APPLICABLE BILLING PERIOD EACH YEAR.

4.2. THE INITIATIVE MAY, FROM TIME TO TIME, INCREASE THE AMOUNT OF THE LICENCE FEE BY GIVING MEMBERS AT LEAST 20 BUSINESS DAYS' WRITTEN NOTICE.

4.3. AN UPGRADE OF AN EXISTING LICENCE TYPE IS PERMISSIBLE, PROVIDED THAT IT ADDS TO THE CURRENT LICENCE TYPE.

4.4. THE LICENCE FEE WILL BE PARTIALLY REFUNDED ON A PRO RATA BASIS. THE NEW LICENCE TYPE SELECTED WILL INCLUDE THE ANNUAL FEES FOR THAT LICENCE TYPE ON A PRO RATA BASIS, COMMENCING ON THE NEW DATE OF REGISTRATION AND EXTENDING UNTIL THE BEGINNING OF THE NEXT BILLING PERIOD.

PART C – SERVICE INITIATIVE B TERMS AND CONDITIONS

1. APPLICATION

THESE TERMS AND CONDITIONS ARE APPLICABLE TO ALL MEMBERS OF THIS INITIATIVE.

2. COMPLIANCE

EACH MEMBER SHALL COMPLY WITH THE GENERAL TERMS AND CONDITIONS AND THESE INITIATIVE TERMS AND CONDITIONS.

3. SERVICES

3.1. MEMBERS WILL HAVE ACCESS TO AND USE OF THE WEBSITE.

3.2. MEMBERS WILL RECEIVE A UNIQUE USERNAME AND PASSWORD FOR ACCESS TO THE WEBSITE AND ANY APPLICABLE INCIDENT MANAGEMENT SYSTEM.

3.3. MEMBERS WILL BE ENTITLED TO ORDER IDENTIFICATION CARDS TO ALLOW ACCESS TO DESIGNATED PREMISES.

3.4. MEMBERS WILL HAVE ACCESS TO INDUSTRY BEST PRACTICES PUBLISHED ON THE WEBSITE AND FROM TIME TO TIME IN DOCUMENTS.

3.5. MEMBERS WILL BE INFORMED OF AND INVITED TO ATTEND ANY INDUSTRY-RELATED CONFERENCES AND SEMINARS.

4. COMMENCEMENT DATE

THE MEMBER WILL BE ENTITLED TO ALL THE INITIATIVE'S SERVICES AS FROM THE DATE ON WHICH AN APPLICATION FORM IS APPROVED.

5. FEES

5.1. MEMBERS ARE REQUIRED TO PAY AN ANNUAL SUBSCRIPTION FEE TO THE INITIATIVE AS SET OUT IN THE APPLICATION FORM.

5.2. FEES PAYABLE INCLUDE:

5.2.1. ENTRANCE/ADMINISTRATION FEE;

5.2.2. MEMBERSHIP CHARGES, BEING EITHER: 5.2.2.1. NEW MEMBERSHIP; OR 5.2.2.2. MEMBERSHIP RENEWAL;

5.2.3. IDENTIFICATION CARD COSTS, INCLUDING POSTAGE; AND

5.2.4. ANY APPLICABLE VALUE-ADDED OR SALES TAX.

5.3. MEMBERSHIP FEES WILL BE PAID ANNUALLY, WITHIN 30 DAYS OF THE DATE OF INVOICE.

5.4. NO IDENTIFICATION CARDS WILL BE PRINTED IF ANY OF THE FEES DESCRIBED IN CLAUSE 5.2 ARE IN ARREARS.

5.5. THE AMOUNT OF THE ANNUAL FEES WILL BE AS SPECIFIED IN THE APPLICATION FORM. THE INITIATIVE MAY, FROM TIME TO TIME, INCREASE THE AMOUNT OF THE FEES BY GIVING MEMBERS AT LEAST 30 BUSINESS DAYS' WRITTEN NOTICE.

5.6. MEMBER FEES FOR APPLICATIONS MADE PARTWAY THROUGH A FINANCIAL YEAR WILL BE CHARGED PRO RATA FOR THE REMAINDER OF THE CURRENT FINANCIAL YEAR, ON TERMS SPECIFIED BY THE INITIATIVE FROM TIME TO TIME.

5.7. NEW MEMBERS JOINING LATE IN A FINANCIAL YEAR MAY BE CHARGED PRO RATA FEES FOR THE REMAINDER OF THAT YEAR, PLUS FULL CHARGES FOR THE FOLLOWING FINANCIAL YEAR, ON TERMS SPECIFIED BY THE INITIATIVE FROM TIME TO TIME.

5.8. NON-PAYMENT OF MEMBERSHIP FEES WITHIN 90 DAYS OF THE INVOICE DATE WILL RESULT IN CANCELLATION OF MEMBERSHIP AND RELEVANT BENEFITS.

5.9. REINSTATEMENT OF MEMBERSHIP WILL BE SUBJECT TO THE SETTLEMENT OF ANY OUTSTANDING FEES.

6. IDENTIFICATION CARDS

6.1. ORDERS FOR IDENTIFICATION CARDS HAVE TO BE PAID UPON RECEIPT OF INVOICE.

6.2. PROCESSING AND PRINTING OF IDENTIFICATION CARDS IS SUBJECT TO VALID MEMBERSHIP AND PAYMENT FOR SUCH CARDS.

6.3. ALL RELEVANT AND ACCURATE INFORMATION REQUIRED FOR THE PROCESSING OF IDENTIFICATION CARDS MUST BE SUBMITTED IN THE SPECIFIED AND REQUIRED FORMAT, AFTER WHICH PRINTING WILL COMMENCE.

6.4. SHOULD PAYMENT AND INFORMATION NOT BE RECEIVED WITHIN 30 DAYS, ORDERS FOR IDENTIFICATION CARDS WILL BE CANCELLED.

6.5. THE INITIATIVE RESERVES THE RIGHT TO INSTITUTE ANY ACTION AGAINST MEMBERS THAT IT DEEMS NECESSARY, INCLUDING LEGAL ACTION, IN THE EVENT THAT IDENTIFICATION CARDS HAVE BEEN MISUSED OR PASSED OFF BY MEMBERS.

6.6. LOST OR STOLEN IDENTIFICATION CARDS MUST IMMEDIATELY BE NOTIFIED TO THE INITIATIVE AND WILL BE RE-ISSUED TO MEMBERS AT COST.

7. USAGE OF IDENTIFICATION CARDS

7.1. IDENTIFICATION CARDS

7.1.1. MEMBERSHIP ENTITLES THE MEMBER TO ACQUIRE IDENTIFICATION CARDS FOR ENTRY OF STAFF, IN POSSESSION OF SUCH CARDS, INTO DESIGNATED PREMISES FOR THE EXCLUSIVE REASON OF RENDERING SERVICES, DELIVERING PRODUCTS AND/OR MERCHANDISING SUCH PRODUCTS.

7.1.2. EACH MEMBER IS RESPONSIBLE FOR THE MANAGEMENT OF THEIR ISSUED IDENTIFICATION CARDS. MEMBERS MUST ENSURE THAT ALL IDENTIFICATION CARDS ARE RECOVERED WHEN EMPLOYEES LEAVE THEIR SERVICE. THE INITIATIVE ACCEPTS NO RESPONSIBILITY OR RISK FOR LOST OR STOLEN IDENTIFICATION CARDS OR THE UNAUTHORISED USE OF LOST OR STOLEN CARDS.

7.1.3. ONCE IDENTIFICATION CARDS HAVE BEEN POSTED AND THE TRACKING NUMBER SUPPLIED, THE PARCEL IS THE PROPERTY OF THE ORDERING MEMBER, AND THE INITIATIVE IS NO LONGER RESPONSIBLE FOR THE PARCEL.

7.1.4. IDENTIFICATION CARD TEMPLATES ARE RENEWED PERIODICALLY, AND REPLACEMENT OF IDENTIFICATION CARDS REMAINS THE RESPONSIBILITY OF THE MEMBER.

7.2. CONSEQUENCES OF TERMINATION

7.2.1. ON TERMINATION OF MEMBERSHIP, THE MEMBER'S RIGHTS UNDER THIS MEMBERSHIP SHALL TERMINATE, AND THE MEMBER WILL IMMEDIATELY CEASE TO USE THE IDENTIFICATION CARDS ISSUED TO THE COMPANY UPON TERMINATION OF MEMBERSHIP.

7.2.2. ON TERMINATION OF EMPLOYMENT, ALL IDENTIFICATION CARDS ISSUED TO THE MEMBER WILL BE DESTROYED OR RETURNED TO THE ORGANISATION.

7.2.3. ALL RELEVANT PREMISES WILL BE INFORMED OF THE CANCELLATION OF MEMBERSHIP ACCORDINGLY, AND THE RIGHT OF ACCESS WILL BE TERMINATED.

PART D – SERVICE INITIATIVE C TERMS AND CONDITIONS

1. APPLICATION

THESE TERMS AND CONDITIONS ARE APPLICABLE TO ALL MEMBERS OF THIS INITIATIVE.

2. COMPLIANCE

EACH MEMBER SHALL COMPLY WITH THE GENERAL TERMS AND CONDITIONS AND THESE INITIATIVE TERMS AND CONDITIONS.

3. COMMENCEMENT DATE

THESE TERMS AND CONDITIONS COME INTO EFFECT ON THE DATE ON WHICH THE APPLICABLE IDENTIFICATION PREFIX AND/OR NUMBER RANGE(S) ARE ISSUED TO A MEMBER.

4. FEES

4.1. ENTRANCE FEE

4.1.1. ON BECOMING A MEMBER, SUCH MEMBER WILL PAY AN ENTRANCE FEE AS SPECIFIED IN THE APPLICATION FORM.

4.1.2. IF A MEMBER NEEDS TO APPLY FOR A RANGE OF NUMBERS AFTER HAVING APPLIED FOR A SINGLE NUMBER OR LOCATION IDENTIFIER, THAT MEMBER WILL PAY AN ENTRANCE FEE AS SPECIFIED IN THE APPLICATION FORM.

4.2. ANNUAL LICENCE FEE

4.2.1. A MEMBER WILL PAY THE INITIATIVE AN ANNUAL LICENCE FEE.

4.2.2. THE ANNUAL LICENCE FEE MUST BE PAID WITHIN 30 DAYS FROM THE DATE OF INVOICE. THE INITIATIVE MAY, FROM TIME TO TIME, INCREASE THE LICENCE FEE BY GIVING THE MEMBER AT LEAST 30 BUSINESS DAYS' WRITTEN NOTICE. ON EXPIRY OF THE NOTICE PERIOD, THE INCREASE SHALL BE EFFECTIVE AND DUE AND PAYABLE.

4.2.3. THE INITIAL LICENCE FEE WILL BE A PRO RATA AMOUNT DEPENDENT ON THE MONTH OF JOINING.

4.2.4. THE ANNUAL LICENCE FEE WILL BE PAYABLE IN THE MANNER AND WITHIN THE TIME PERIODS DESCRIBED IN CLAUSES 4.2.1 TO 4.2.3 IRRESPECTIVE OF WHETHER A MEMBER HAS USED THEIR ISSUED NUMBERS OR NOT.

4.3. FEES PAYABLE AFTER TERMINATION OF MEMBERSHIP

WHERE PRODUCTS BEARING AN IDENTIFIER ISSUED TO A MEMBER ARE ALREADY IN THE MARKETPLACE AT THE TIME OF TERMINATION OF THE MEMBERSHIP OF A MEMBER, THEN, NOTWITHSTANDING SUCH TERMINATION, THE MEMBER WILL REMAIN LIABLE FOR A FEE EQUIVALENT TO THE LICENCE FEE FOR THE PERIOD THAT THOSE PRODUCTS REMAIN IN THE MARKETPLACE.

5. MEMBERS' CONDUCT

5.1. TRAINING

MEMBERS ARE REQUIRED TO REGISTER AND UNDERGO TRAINING, EITHER IN A CLASSROOM SETTING OR BY OBTAINING TRAINING MATERIALS, WITHIN 6 MONTHS OF BECOMING A MEMBER.

5.2. PRODUCT DATA TRAINING

MEMBERS ARE REQUIRED TO REGISTER, PAY FOR, AND UNDERGO MANDATORY PRODUCT DATA TRAINING IN ACCORDANCE WITH THE INITIATIVE'S PUBLISHED REQUIREMENTS.

5.3. STANDARDS

MEMBERS WILL ABIDE BY AND COMPLY WITH THE TECHNICAL STANDARDS SET OUT IN THE INITIATIVE'S MANUALS OR GUIDELINES AND ANY SUCH DIRECTIONS AS THE INITIATIVE MAY GIVE FROM TIME TO TIME.

6. SERVICES

6.1. USE OF ISSUED IDENTIFIERS

6.1.1. A MEMBER IS ONLY ENTITLED TO USE THE IDENTIFIERS ISSUED BY THE INITIATIVE. SUCH RESTRICTION SHALL APPLY ONLY TO MEMBERS IN THEIR CAPACITY AS SUPPLIER AND NOT TO MEMBERS IN THEIR CAPACITY AS RETAILERS.

6.1.2. A MEMBER MUST NOT USE ANY IDENTIFIER PREFIX AND/OR NUMBER ISSUED BY THE INITIATIVE TO ANY OTHER MEMBER.

6.1.3. THE MEMBER MAY NOT USE ANY IDENTIFIERS WHICH PURPORT TO BE ISSUED BY THE INITIATIVE BUT WHICH ARE NOT GENUINE AND MUST USE ITS BEST ENDEAVOURS TO BE VIGILANT IN THIS REGARD. SUCH RESTRICTION SHALL APPLY ONLY TO MEMBERS IN THEIR CAPACITY AS SUPPLIER AND NOT TO MEMBERS IN THEIR CAPACITY AS RETAILERS.

6.1.4. A MEMBER MAY ONLY USE THE IDENTIFIERS ISSUED TO THAT MEMBER IN CONNECTION WITH THE MANUFACTURE, SALE AND IDENTIFICATION OF THAT MEMBER'S PRODUCTS AND/OR SERVICES.

6.1.5. THE MEMBER MAY NOT IN ANY WAY ALTER THE IDENTIFIERS ISSUED TO THAT MEMBER.

6.1.6. INCORRECT USE OF IDENTIFIERS

6.1.6.1. IN THE EVENT THAT A MEMBER MISUSES OR INCORRECTLY USES ANY IDENTIFIERS, THE INITIATIVE SHALL HAVE THE RIGHT TO TAKE SUCH STEPS AS IT MAY DEEM NECESSARY IN ORDER TO: 6.1.6.1.1. ASSIST THE MEMBER TO RE-LABEL ALL SUCH PRODUCTS AT THE MEMBER'S COST; AND/OR 6.1.6.1.2. RECOMMEND TO THE RELEVANT RETAILERS THAT SUCH PRODUCTS ARE REMOVED FROM THE RELEVANT STORES AND/OR BLACKLISTED TO THE EXTENT THAT THIS APPEARS NECESSARY.

6.1.6.2. ANY MEMBER SHALL BE ENTITLED AT ANY TIME TO REQUEST FROM THE INITIATIVE A CERTIFICATE OF CONFIRMATION OF THE IDENTIFIERS ISSUED TO SUCH MEMBER.

6.1.7. REDUCTION OF ISSUED IDENTIFIERS

6.1.7.1. MEMBERS WHO OBTAINED IDENTIFIERS PRIOR TO A SPECIFIED CUT-OFF DATE AND WHO DID NOT APPLY FOR A REDUCTION IN THE NUMBER OF IDENTIFIERS PRIOR TO THAT DATE ARE ENTITLED TO APPLY FOR A REDUCTION IN THE IDENTIFIERS PROVIDED TO THEM IF THEY HAVE NOT DONE SO ALREADY.

6.1.7.2. MEMBERS WHO OBTAINED IDENTIFIERS AFTER THE SPECIFIED CUT-OFF DATE WILL ONLY BE ENTITLED TO APPLY FOR A REDUCTION IN THE IDENTIFIERS PROVIDED TO THEM UNTIL A FURTHER SPECIFIED CUT-OFF DATE.

6.1.8. NO DEALING WITH THE IDENTIFIERS

A MEMBER RECOGNISES THE INITIATIVE'S TITLE TO THE IDENTIFIERS AND RELATED INTELLECTUAL PROPERTY AND SHALL NOT AT ANY TIME DO OR SUFFER TO BE DONE ANY ACT OR THING WHICH MAY IN ANY WAY IMPAIR THE INITIATIVE'S RIGHTS IN THE IDENTIFIERS OR RELATED INTELLECTUAL PROPERTY.

6.1.9. NO CHALLENGE OR MISUSE OF IDENTIFIER PREFIXES AND/OR NUMBERS

A MEMBER SHALL NOT AT ANY TIME, EITHER DURING THE TERM OF THE LICENCE OR AFTER TERMINATION, DIRECTLY OR INDIRECTLY:

6.1.9.1. CHALLENGE, CALL INTO QUESTION OR RAISE ANY QUESTIONS CONCERNING THE VALIDITY OR OWNERSHIP OF THE IDENTIFIER SYSTEM OR RELATED INTELLECTUAL PROPERTY; OR

6.1.9.2. SEEK REGISTRATION OF SIMILAR NUMBERS; USE OR SEEK REGISTRATION OF ANY INTELLECTUAL PROPERTY, INCLUDING ANY DESIGN WHICH INCORPORATES OR INCLUDES, OR IS SUBSTANTIALLY IDENTICAL TO, OR DECEPTIVELY OR CONFUSINGLY SIMILAR TO, THE IDENTIFIERS OR RELATED INTELLECTUAL PROPERTY, WITHOUT THE INITIATIVE'S PRIOR WRITTEN CONSENT.

6.1.10. PROPRIETARY NOTICES

A MEMBER WILL ENSURE THAT ALL PROPRIETARY NOTICES THAT THE INITIATIVE MAY REQUIRE FROM TIME TO TIME APPEAR ON THE MEMBER'S PRODUCTS AND/OR SERVICES.

7. USE OF IDENTIFIERS AND TRADE MARKS FOR MARKETING/PROMOTION

THE INITIATIVE UNDERSTANDS THAT IN THE MARKETING AND PROMOTION OF A MEMBER'S PRODUCTS AND/OR SERVICES, A MEMBER MAY ALSO WISH TO USE THE IDENTIFIERS AND THE ASSOCIATED TRADE MARKS. THE MEMBER ONLY HAS RIGHTS TO USE THE IDENTIFIERS AND THE TRADE MARKS ON MARKETING AND PROMOTIONAL MATERIAL ON THE FOLLOWING TERMS AND CONDITIONS:

7.1. THE INITIATIVE MUST BE GIVEN PRIOR WRITTEN NOTICE OF A MEMBER'S DESIRE TO USE THE IDENTIFIERS AND THE TRADE MARKS IN MARKETING AND PROMOTIONAL MATERIALS.

7.2. A MEMBER MAY ONLY USE THE IDENTIFIERS AND/OR THE TRADE MARKS IF THE INITIATIVE GIVES ITS PRIOR WRITTEN APPROVAL TO SUCH USE.

7.3. A MEMBER WILL SUBMIT SAMPLES OF THE PROPOSED MARKETING AND PROMOTIONAL MATERIALS TO THE INITIATIVE FOR APPROVAL AT LEAST 15 BUSINESS DAYS PRIOR TO THE INTENDED DATE OF PUBLICATION.

7.4. IF A MEMBER IS PERMITTED TO USE THE TRADE MARKS FOR MARKETING AND PROMOTIONAL MATERIALS, THE MEMBER MUST ENSURE THAT THE TRADE MARKS ARE CORRECTLY REPRODUCED.

8. TERMINATION OF LICENCE AND MEMBERSHIP

8.1. IN THE EVENT OF THE INITIATIVE CEASING TO HOLD THE NECESSARY LICENCE RIGHTS TO ISSUE IDENTIFIERS, THE INITIATIVE SHALL HAVE THE RIGHT TO TERMINATE THE MEMBER'S LICENCE.

8.2. IN THE EVENT OF NON-PAYMENT OF ANY FEE PAYABLE AS PER CLAUSE 4 ABOVE, THE INITIATIVE SHALL BE ENTITLED TO TERMINATE THE MEMBER'S MEMBERSHIP.

8.3. IN ADDITION TO THE REMEDIES PROVIDED IN CLAUSE 6.1.6 ABOVE, THE INITIATIVE MAY ELECT TO TERMINATE MEMBERSHIP.

9. CONSEQUENCES OF TERMINATION

9.1. UPON TERMINATION OF MEMBERSHIP, THE INITIATIVE SHALL BE ENTITLED TO TAKE ANY STEPS THAT IT DEEMS NECESSARY, INCLUDING BUT NOT LIMITED TO:

9.1.1. INFORMING THE VARIOUS RETAILERS THAT THE MEMBERSHIP HAS BEEN TERMINATED AND REQUESTING THEM TO BLACKLIST THE PRODUCTS OF MEMBERS WHO HAVE HAD THEIR MEMBERSHIP TERMINATED; AND

9.1.2. TERMINATING THE LICENCE THAT THE MEMBER HAD TO USE THE IDENTIFIERS.

9.2. UPON TERMINATION OF THE LICENCE, THE IDENTIFIERS WILL REVERT BACK TO THE ORGANISATION, AND AN APPLICATION FOR NEW MEMBERSHIP WILL BE REQUIRED. THE INITIATIVE DOES NOT GUARANTEE THAT UPON REAPPLICATION THE MEMBER WILL RECEIVE THE SAME IDENTIFIERS AS HAD PREVIOUSLY BEEN ALLOCATED TO IT.

9.3. UPON TERMINATION OF A MEMBER'S MEMBERSHIP, A MEMBER MUST CEASE APPLYING THE IDENTIFIERS TO ANY OF THEIR PRODUCTS MANUFACTURED OR SOLD AFTER THE TERMINATION DATE.

9.4. UPON THE OCCURRENCE OF A LIQUIDATION EVENT, THE MEMBER'S LICENCE WILL TERMINATE.

9.5. ALL PRODUCT INFORMATION ON THE INITIATIVE'S CENTRAL DATA REPOSITORY WILL BE SUSPENDED FROM VIEW.

9.6. IN THE EVENT THAT THE MEMBER'S BUSINESS IS SOLD AS A GOING CONCERN, THE PURCHASER IN SUCH TRANSACTION WILL BE REQUIRED TO RE-APPLY FOR THE LICENCE OR OBTAIN THE NECESSARY CONSENTS FROM THE MEMBER TO TRANSFER OR CONTINUE TO USE THE MEMBER'S LICENCE.

APPENDIX – GLOSSARY OF TERMS

1. **"ARBITRATION BODY"** MEANS THE APPLICABLE NATIONAL OR REGIONAL ARBITRATION FOUNDATION (OR ITS SUCCESSOR BODY) DESIGNATED TO RESOLVE DISPUTES UNDER THESE TERMS AND CONDITIONS.
2. **"AFFILIATES"** MEANS SUBSIDIARY COMPANIES, HOLDING COMPANIES, SUBSIDIARY COMPANIES OF HOLDING COMPANIES, OFFICERS, REPRESENTATIVES, SERVANTS AND/OR AGENTS (AS THE CONTEXT MAY REQUIRE).
3. **"APPLICANT"** MEANS THE PERSON, COMPANY, CORPORATION OR OTHER LEGAL ENTITY THAT HAS SIGNED THE APPLICATION FORM APPLYING TO BECOME A MEMBER OF AN APPLICABLE INITIATIVE AND/OR THE ORGANISATION.
4. **"APPLICATION FORM"** MEANS THE APPLICATION FORM WHICH A PERSON, COMPANY, CORPORATION OR OTHER LEGAL ENTITY HAS SIGNED IN APPLYING TO BECOME A MEMBER OF THE APPLICABLE INITIATIVE AND/OR THE ORGANISATION AND WHICH WILL BE SUBJECTED TO AN APPROVAL PROCESS.
5. **"BUSINESS DAY"** MEANS ANY DAY OF THE WEEK EXCEPT SATURDAY, SUNDAY, OR A NATIONAL PUBLIC HOLIDAY IN THE APPLICABLE JURISDICTION.
6. **"BUSINESS HOURS"** MEANS FROM 08H00 TO 17H00 ON A BUSINESS DAY.
7. **"ORGANISATION"** MEANS THE ENTITY OPERATING THIS WEBSITE AND ITS SERVICES, BEING A DULY INCORPORATED AND REGISTERED LEGAL ENTITY.
8. **"MEMBER"** MEANS CGCSA-EQUIVALENT MEMBERS AND/OR INITIATIVE MEMBERS (AS THE CONTEXT MAY REQUIRE) — I.E., A SUCCESSFUL APPLICANT WHO BECOMES A MEMBER OF THE ORGANISATION.
9. **"INITIATIVE"** MEANS THE INITIATIVES CONDUCTED AND/OR FACILITATED BY THE ORGANISATION FROM TIME TO TIME, AND SHALL INCLUDE ANY ONE OR MORE OF THEM AS THE CONTEXT MAY REQUIRE.
10. **"IDENTIFICATION CARDS"** MEANS THE IDENTIFICATION CARDS PRODUCED BY AN INITIATIVE FOR ACCESS TO DESIGNATED PREMISES IN ACCORDANCE WITH THE APPLICABLE TERMS AND CONDITIONS.
11. **"INITIATIVE MEMBER"** MEANS A MEMBER OF A PARTICULAR INITIATIVE.

12. **"APPLICABLE CONSUMER PROTECTION LEGISLATION"** MEANS THE CONSUMER PROTECTION LAWS IN FORCE IN THE RELEVANT JURISDICTION, AS AMENDED FROM TIME TO TIME.
13. **"COMPANIES LEGISLATION"** MEANS THE COMPANIES ACT OR EQUIVALENT LEGISLATION APPLICABLE IN THE RELEVANT JURISDICTION, AS AMENDED FROM TIME TO TIME.
14. **"DOCUMENT"** MEANS THIS DOCUMENT CONTAINING THE TERMS AND CONDITIONS.
15. **"GENERAL TERMS AND CONDITIONS"** MEANS THOSE TERMS AND CONDITIONS SET OUT IN PART A OF THIS DOCUMENT.
16. **"IDENTIFIER LICENCE"** MEANS THE LICENCE GRANTED BY AN INITIATIVE TO A MEMBER TO USE THE ISSUED IDENTIFIERS IN ACCORDANCE WITH THE APPLICABLE TERMS AND CONDITIONS.
17. **"IDENTIFIER PREFIX"** MEANS A NUMBER THAT REPRESENTS A UNIQUE RANGE OF IDENTIFIERS, ISSUED AND ADMINISTERED BY THE APPLICABLE INITIATIVE FOR RESTRICTED CIRCULATION.
18. **"LOCATION IDENTIFIER"** MEANS A NUMBER THAT CAN BE USED TO IDENTIFY ANY LOCATION, UNIQUELY, TYPICALLY USED IN ELECTRONIC DATA INTERCHANGE MESSAGES TO IDENTIFY THE SENDER OR RECIPIENT OF A MESSAGE.
19. **"ISSUED NUMBERS"** MEANS THE UNIQUE IDENTIFICATION NUMBERS ISSUED TO A MEMBER FOR USE IN ACCORDANCE WITH THE APPLICABLE TERMS AND CONDITIONS.
20. **"INTELLECTUAL PROPERTY"** MEANS (IN RELATION TO THE ORGANISATION AND/OR THE INITIATIVES) PATENTS, REGISTERED DESIGNS, UTILITY MODELS, TRADEMARKS, APPLICATIONS FOR ANY OF THE FOREGOING, INVENTIONS, UNREGISTERED TRADEMARKS, COPYRIGHT, CONFIDENTIAL INFORMATION, KNOW-HOW, PROCESSES AND TRADE SECRETS AND OTHER INTELLECTUAL PROPERTY, AND EQUIVALENTS OF ANY OF THE FOREGOING ANYWHERE IN THE WORLD, AND INCLUDES THE TRADE MARKS AND THE WEBSITE.
21. **"LIQUIDATION EVENT"** MEANS, IN RELATION TO A MEMBER, ANY OF THE FOLLOWING EVENTS OR CIRCUMSTANCES:

21.1. A PROVISIONAL OR FINAL ORDER OR DECLARATION IS MADE, OR A MEETING OF THE DIRECTORS OR SHAREHOLDERS OF THAT MEMBER IS CONVENED TO CONSIDER THE PASSING OF, OR A RESOLUTION IS PASSED OR FILED FOR, THE ADMINISTRATION, CUSTODIANSHIP, RECEIVERSHIP, BANKRUPTCY, LIQUIDATION, SEQUESTRATION, WINDING-UP, DISSOLUTION OR PLACING UNDER SUPERVISION FOR BUSINESS RESCUE OR EQUIVALENT INSOLVENCY PROCEEDINGS OF IT OR ITS ESTATE, OTHER THAN PURSUANT TO AN INTERNAL RESTRUCTURE OR REFINANCING IN CIRCUMSTANCES OTHER THAN INSOLVENCY;

21.2. AN APPLICATION IS MADE BY ANY AFFECTED PERSON FOR AN ORDER PLACING IT UNDER SUPERVISION FOR BUSINESS RESCUE OR EQUIVALENT INSOLVENCY PROCEEDINGS;

21.3. IT ADMITS INABILITY TO PAY ITS DEBTS GENERALLY AS THEY FALL DUE, OR ADMITS TO BEING OTHERWISE INSOLVENT, OR STOPS, SUSPENDS OR THREATENS TO STOP OR SUSPEND PAYMENT OF ALL OR A MATERIAL PART OF ITS DEBTS, OR PROPOSES OR SEEKS TO MAKE OR MAKES A GENERAL ASSIGNMENT OR ANY ARRANGEMENT OR COMPOSITION WITH OR FOR THE BENEFIT OF ITS CREDITORS, OR A MORATORIUM IS AGREED OR DECLARED IN RESPECT OF OR AFFECTING ALL OR A MATERIAL PART OF ITS INDEBTEDNESS; OR

21.4. IT TAKES ANY PROCEEDING OR OTHER STEP WITH A VIEW TO THE GENERAL READJUSTMENT, RESCHEDULING OR DEFERRAL OF ITS INDEBTEDNESS (OR ANY PART THEREOF WHICH IT WOULD OTHERWISE BE UNABLE TO PAY WHEN DUE) OR PROPOSES TO TAKE ANY SUCH STEP, OTHER THAN PURSUANT TO AN INTERNAL RESTRUCTURE OR REFINANCING IN CIRCUMSTANCES OTHER THAN INSOLVENCY.

22. **"LOSSES"** MEANS COLLECTIVELY ANY LOSSES, COSTS, EXPENSES, PENALTIES, LIABILITIES AND/OR DAMAGES.
23. **"MEMBERSHIP"** MEANS THE STATE OF BEING A MEMBER OF THE ORGANISATION AND/OR ANY INITIATIVE.
24. **"PRODUCTS"** MEANS THE PRODUCTS MANUFACTURED, MARKETED, DISTRIBUTED AND/OR SOLD BY A MEMBER.
25. **"SERVICES"** MEANS THE SERVICES RENDERED BY THE ORGANISATION AND/OR ANY INITIATIVE FROM TIME TO TIME.
26. **"TERMS AND CONDITIONS"** MEANS THE GENERAL TERMS AND CONDITIONS AND THE APPLICABLE INITIATIVE TERMS AND CONDITIONS.
27. **"TRADE MARKS"** MEANS THE TRADEMARKS OF AND/OR ASSOCIATED WITH THE ORGANISATION AND/OR ANY INITIATIVE.
28. **"VALUE-ADDED/SALES TAX"** MEANS ANY VALUE-ADDED TAX, GOODS AND SERVICES TAX, OR EQUIVALENT SALES TAX AS LEVIED UNDER APPLICABLE LEGISLATION IN THE RELEVANT JURISDICTION.
29. **"WEBSITE"** MEANS THE ORGANISATION'S WEBSITE WHICH MEMBERS WILL HAVE ACCESS TO BY USING THEIR UNIQUE USERNAME AND PASSWORD.

NOTE: THIS DOCUMENT IS A GENERIC TEMPLATE DERIVED FROM AN ORIGINAL SOURCE AGREEMENT, WITH ALL IDENTIFYING NAMES, REGISTRATION NUMBERS, SPECIFIC LEGISLATION REFERENCES, CURRENCIES, AND JURISDICTION-SPECIFIC DETAILS REMOVED OR GENERALIZED FOR BROAD APPLICABILITY. ORGANIZATIONS ADOPTING THIS TEMPLATE SHOULD INSERT THEIR OWN LEGAL ENTITY NAME, REGISTRATION DETAILS, APPLICABLE GOVERNING LAW, CURRENCY, AND SPECIFIC FEE/INTEREST RATES, AND SHOULD HAVE THE FINAL DOCUMENT REVIEWED BY QUALIFIED LEGAL COUNSEL PRIOR TO USE.