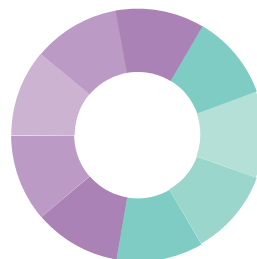


Membership terms

V2.0

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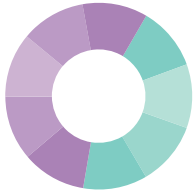


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1. ABOUT THESE MEMBERSHIP TERMS

These terms apply to the Pink Parents Hub™ website at www.pinkparentshub.com.au (the website), which is owned and operated by Becca Marketing Pty Ltd as trustee for Becca Marketing Trust trading as Gay Parents Australia™ (ABN 50 740 798 709) (we, us, our, or Gay Parents Australia™).

Your decision to become a member by creating an account with us means you acknowledge that you have read, understood and agree to be bound by the terms contained in this agreement (Terms). These Terms govern your use of the services offered under all free and paid membership services (the services). Your access to the services is conditional upon your acceptance and ongoing compliance with these Terms.

We may at any time and at our sole discretion, amend, revise or modify these Terms and/or the services. This may result in some services being changed, additional services being provided or some of the existing services being terminated.

Although we may notify you of any amendment, revision or modification, it is your responsibility to periodically review these Terms. You agree to be bound by such changes, modifications or revisions as made by us from time to time.

2. HOW TO ACCESS OUR SERVICES

We provide members with access to the Pink Parents Hub™ portal, which is located on the www.pinkparentshub.com.au website (the website). You must be a current and valid member to access the services and the associated benefits.

Once you are a member, your membership is ongoing, and renewed monthly, until such time that you terminate your agreement with us, in accordance with and subject to these Terms.

3. MEMBERSHIP

Membership entitles you to a non-exclusive, non-transferable right to access and use the services, subject to these Terms. Membership occurs when you create an account with us.

When creating an account, you warrant and represent that:

- you meet all applicable legal requirements, including age requirements, for doing so,
- you have authority to enter in to this agreement,
- the personal information you provide when registering for the account is accurate, and that you will keep your contact information up to date,
- you will not use a user name or display name that is likely to mislead or deceive other users,
- you will not use a user name or display name that incorporates the name, image or likeness of another person,
- you are not creating the account for anyone other than yourself without that other person's permission,
- you will not transfer your account to anyone without our prior written agreement,
- you will keep your account secure and that you will not share your password or account, or do anything else so as to jeopardise your account security,

- you will notify us immediately if you believe that any files you have accessed via the website and/or service contains viruses, spyware or other forms of malware,
- you have read and understand the Terms contained within this agreement and agree to be bound by them, and
- you will only use the services for lawful purposes.

You further agree and acknowledge that you are solely responsible for keeping all relevant and personal information, including but not limited to your account's username, passwords and other security features, confidential and secure to prevent unauthorised use of your account. If you reasonably suspect that your account's security is compromised, you must notify us immediately. You agree to be solely responsible for any conduct associated with, or originating from, your account.

To the full extent permitted by law, we exclude liability or responsibility for any damages, liabilities, costs and expenses (including any direct, indirect, incidental, special or consequential damages and reasonable legal fees and expenses) arising out of, or related to, any breaches of the account's security resulting from your act or omission to act.

From time to time, you may change information relating to your account. You undertake to update your account details with true and accurate information at all times. We undertake to take all due care with any information you provide to us when creating, updating and accessing your account, and we are bound in compliance with Australian privacy laws as set out in the Gay Parents Australia™ privacy policy.

4. PROHIBITED CONDUCT

In relation to the website and/or Service, you must not:

- use the website and/or service for any activities or post or transmit via the website and/or service, any information or materials which breach any laws or regulations, infringe a third party's rights, or are contrary to any relevant standard or codes,
- use the website and/or service to post or transmit any material which interferes with other users or defames, harasses, bullies, intimidates, threatens, menaces or restricts any person or which inhibits any user from using the website and/or service or the internet,
- use the website and/or service to post or transmit any material where doing so violates the intellectual property rights, confidentiality or trade secrets of another party,
- use the website and/or service to post or transmit content that contains violence (including self-harm), hate speech, obscenity, nudity or pornography,
- use the website and/or service to send unsolicited email messages,
- use the website and/or service to post or transmit content that contains, or amounts to, advertisement, attempted business solicitations, marketing materials or sales promotional materials,
- in any way tamper with, hinder or modify the website and/or service,
- knowingly transmit any viruses, spyware or other forms of malware or other disabling features to the website and/or service or via the website and/or service, or
- attempt any of the above acts or encourage, or facilitate, or assist another person to do any of the above acts.

5. MONITORING

Gay Parents Australia™ does not undertake to perform any ongoing monitoring of user activities.

We may use keyword monitoring whereby certain keywords may alert and trigger an investigation. We reserve the right to employ any other measures we deem reasonable to monitor users in order to prevent the misuse of the website and/or service in regards to any illegal or criminal activity, or other activity contrary to these Terms.

You may flag with us any content or images that you feel are inappropriate or are otherwise in breach of these Terms. We will review and consider your concerns and, in our sole discretion, make a decision as to whether we will edit, remove or allow the relevant content.

You agree to allow us to edit content that you have uploaded to the website as we see fit.

6. USER-GENERATED CONTENT

We do not endorse or lend any credence for any statements that are made by any users of our service.

You are fully responsible for your own statements and materials that you post, store or distribute via our service and any consequences, whether or not foreseen, to any party who may rely upon these statements or materials. You agree that you will not take any action directed towards attempting to hold us responsible for any such materials or statements.

You agree that we may edit or remove any statements and materials that you post, store or distribute via our service, for any reason, in our sole discretion. You hold us harmless from and against any damage you or others may suffer as a result of our removal of any content.

By posting, storing or distributing any information, statements, materials or other content via our service, you grant us a perpetual, irrevocable, royalty free licence in and to such materials, including but not limited to the right to post, publish, transmit, distribute, create derivative works based upon, create translations of, modify, amend, enhance, change, display and publicly perform such materials in any form or media, whether now known or later discovered.

You grant to others who use our service a perpetual, non-revocable, royalty free licence to view, download, store and reproduce your content, but such license is limited to the personal use and enjoyment of such other party lawfully accessing the content you have posted or distributed.

To avoid any confusion, you own the content that you generate or post via our website at all times and you merely consent to us and other users of the website to reproduce your content for personal use and enjoyment.

7. FEEDBACK

We value your suggestions and feedback. Where you provide suggestions, materials or feedback it is considered non-confidential and we may, at our complete discretion, use it to improve the website and/or service without any obligation to compensate you regardless of how we use, implement, copy, modify, display, distribute and/or otherwise benefit from your suggestions, materials or feedback. You can provide your feedback to us by emailing us at enquiries@gayparentsaustralia.com.au.

8. PAYMENT FOR THE SERVICES

You acknowledge and agree that:

- all membership fees must be paid in full via credit card or PayPal, in accordance with any payment facility provided by Gay Parents Australia™,
- we reserve the right to vary our fees for the membership services from time to time, however, we will provide you with at least 14 days prior notice via email before effecting any changes to the fees, and
- all fees are non-refundable where services have been provided in accordance with these Terms.

9. RENEWAL OF UNLIMITED ANNUAL MEMBERSHIPS

By agreeing to these Terms, you agree and acknowledge that renewal of your Unlimited Annual membership will automatically take place.

We will renew your Unlimited Annual membership for a further 12-month period on the day following the expiry of your Unlimited Annual membership.

You may switch to one of our monthly memberships or cancel your membership at any time via your account settings. However, any changes made to your level of membership must be made before your Unlimited Annual Membership is renewed by us.

All renewal fees paid to Gay Parents Australia will be non-refundable.

10. TERM OF AGREEMENT

10.1 Commencement

These Terms commence on the date you create an account (the membership date) and will continue in perpetuity or until such time that they are terminated under these Terms.

Acceptance of these Terms will be deemed to have occurred when we communicate acceptance to you in writing, including via email.

10.2 Data collection

We may gather data from members' accounts in order to improve the opportunities available to all members. This data will be used only in accordance with our privacy policy.

10.3 Termination

We may terminate these Terms if you have committed any material breach of these Terms and in the case of a breach capable of being remedied, you have failed to remedy the breach within ten days after the receipt of a written request from us.

You may terminate, scale up or scale down your membership via your account.

Following termination, we will disable your user name and password and consequently, deny you access to the services from the date that your next membership payment would otherwise be due.

11. REPRESENTATIONS AND WARRANTIES

Subject to all applicable laws, all services provided to you by us via the website are provided 'as is' and we make no representation or warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

12. EXCLUSIONS AND LIMITATIONS OF LIABILITY

To the extent permitted by law, we will not be liable for any loss or damages, whether direct, indirect, incidental or consequential, arising from:

1. suspension or cancellation of your account,
2. your use of the services provided via our website,
3. any interruptions or delays in accessing our website or any third party websites, or
4. circumstances beyond our reasonable control,

whether in contract, tort (including negligence) or otherwise.

All conditions and warranties, which may be implied by law into these Terms, are excluded except to the extent that it would be unlawful to do so.

To the extent permitted by law, our liability for breach of any implied warranty or condition, which cannot be excluded by these Terms, is limited, at our option, to one or more of the following:

- the resupply of the services, or
- the payment of the cost of having the services resupplied.

13. INDEMNITY

To the full extent permitted by law, you agree to indemnify us from any liability for any loss, damage, costs or expense whether direct, indirect, incidental, special and/or consequential, including loss of profits, suffered by you or claims made against you which result from your use of the services.

14. NOTICES

Any notice to be given by us under these Terms or in relation to the services will be in writing, and sent to the email address provided by you in respect of the relevant account. Such notice shall be deemed to have been given at the time the email was sent by us.

15. ASSIGNMENT

You shall not assign, transfer or sub-licence any of your rights or obligations under these Terms, except with our prior written consent.

16. MISCELLANEOUS

We do not make any claims that the information is appropriate or may be downloaded in all areas, countries or jurisdictions. Access to the information contained in the website and/or service may not be legal by certain persons or in certain countries. If you access the website and/or service, you do so at your own risk and you are responsible for compliance with the laws of your jurisdiction, and any other laws applicable to you.

All rights not expressly granted in the Terms are reserved.

If we do not act in relation to a breach of the Terms by you, this does not waive our rights to act with respect to subsequent or similar breaches of the Terms by you.

Where you have deleted data, including personal information, such data may persist in back-up copies for a reasonable time.

17. JURISDICTION AND APPLICABLE LAW

These Terms are governed by and construed in accordance with the laws of the State of Queensland, Australia, without regard to conflict of law provisions. You irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of Queensland and Courts of Appeal from them for determining any dispute concerning these Terms. This clause will survive a termination of these Terms.

18. DEFINITIONS

In this document:

- **Account** means a Pink Parents Hub™ membership account, which the member has created.
- **Member** means the individual, company or organisation that has created an account.
- **Member user name** means the unique user name provided to the member to enable access to restricted areas of the website.
- **Membership** means a Pink Parents Hub™ membership.
- **Membership date** means the date that the member's account has been created.
- **Membership fees** means any fees that are payable to Gay Parents Australia™ in relation to a Pink Parents Hub™ membership.
- **Membership services** means the services that Gay Parents Australia™ provides to its members pursuant to the Pink Parents Hub™ membership.
- **Terms** means this Pink Parents Hub™ membership terms document.
- **Website content** means the contents of the website, such as text, graphics, images, information obtained from members, participants and contributors, and other material displayed on the website.
- **Website** means the website displayed at www.pinkparentshub.com.au.

19. CONTACTING US

Should you have any questions about these membership terms, please email us at enquiries@gayparentsaustralia.com.au or write to PO Box 336, Currumbin, Queensland, Australia 4223.

