

SILSDA Member Registration Terms and Conditions as of 1st July 2024

Please read these terms and conditions carefully as they apply to your use of the services (“Subscribers / Registered Membership”) provided by SILSDA subsidiary of Jazcorp Australia Pty Ltd ACN 123 926 956 (“JazCorp”). By registering for and using the Membership, you agree to be bound by these terms and conditions.

These terms and conditions represent an agreement between you (“the Registered Member”) and SILSDA. (“SILSDA”). SILSDA is a Trademarked registration

We reserve the right to vary the terms and conditions at any time. Any variation will be communicated to the Member by SILSDA via:

- (i) postal service
- (ii) email service; or
- (iii) posted on the SILSDA website located at www.SILSDA.com.au

(“the Site”).

Any variation to the terms and conditions that is deemed void, voidable, unenforceable or illegal but would not be void or voidable or unenforceable or illegal if it were to be read down, and it is capable of being read down, it will be read down accordingly, and the remainder of the terms and conditions has full force and effect.

Continued use of the Registration Membership after any variation of the terms and conditions will constitute acceptance by the Member of the variation and this agreement will thereafter continue in full operation to the extent varied.

No provision of or right created by these terms and conditions may be:

- (i) waived, except in writing signed by the party granting the waiver; or
- (ii) varied, except in writing signed by SILSDA and the Member.

The Member agrees:-

- (i) that SILSDA grant to the Member a non-exclusive, non-transferable licence to access and use the Membership for internal purposes only upon the terms of these terms and conditions;
- (ii) not to re-sell, market, publish, or otherwise, distribute, copy or reproduce any of the documents, data, information, text, images, files, messages, software, illustrations, photographs and other materials (“the Data”) provided to the Member by SILSDA or accessed through the Membership in any way whatsoever other than for the internal purposes of the Member’s business;
- (iii) to be responsible for maintaining the secrecy and confidentiality of all identification and log-in information required by the Member to access the Site;
- (iv) to take all steps to ensure that any documents, data, information, text, images, files, messages, software, illustrations, photographs and other materials the Member provides or transmits through

the Site is free from any virus or destructive program and the Member agrees to be held liable and to indemnify SILSDA for any and all damages to JazCorp, including legal costs and other costs of recovery, or Third Parties as a result of any virus or destructive program provided or transmitted through the Site;

(v) not to transmit through the Site any information, products, services, data, or programs that are illegal or unlawful in Australia or which is unlawful or is obscene or likely to offend the general public or otherwise constitute an offence or crime for anyone to have access to or possession of such information, products, services, data or programs;

(vi) not to use the Membership for any activity which breaches any laws, infringes a party's rights or breaches any standards, content requirements or codes set by any relevant authority which will require SILSDA to take any remedial action. The Member must not use the Membership in a manner which defames, harasses or menaces, including the sending of threatening or harassing oral, written or e-mail messages or messages containing derogatory remarks;

(vii) that the Member is solely responsible for the Data that the Member may view or receive from access to the Membership. SILSDA recommend that all downloaded material be thoroughly checked for any virus or destructive program;

(viii) to provide certain current, complete, and accurate details as requested by SILSDA through the registration process or through any other means that SILSDA may see fit to use;

(ix) to maintain and update the Member's details as required to keep it current, complete and accurate;

(x) to grant to SILSDA the right to disclose to Members and/or Third Parties the Member's details unless stated otherwise as per the privacy disclosure

(xi) to grant to SILSDA a perpetual, irrevocable, royalty free licence throughout the world to use, reproduce, modify, adapt, publish, translate, sublicense, create derivate works from, incorporate in other works (whether electronic or not), distribute and display the Member's details, whether in whole or in part; and

(xii) not to use a false or misleading name or a name that the Member is not authorised to use.

The Member agrees that in accordance with privacy compliance said YES:

(i) the Data that the Member provides to SILSDA in registering the Membership may be used by SILSDA for direct marketing of products and services provided or offered by SILSDA or Third Parties to the Member from time to time;

(ii) the Data you provide to SILSDA may be disclosed to JazCorp's associate companies, affiliates, business partners, or other legal entities for their internal information so that they may market to the Member such services or products as they might offer from time to time; and

(iii) the Member may object to any use of the Member's Data as stated in clauses 7(i) and (ii) at any time and, upon receipt of the Member's written instructions, whether communicated to SILSDA via post or email, SILSDA will comply with those instructions.

SILSDA reserve the right to vary, change or charge a Fee expressed in these terms and conditions.

There are NO REFUNDS for any of the Fees charged by SILSDA for Membership. The Member is responsible in utilising the Membership once payment is made.

Membership for Carers and Participants are free. There is no fee payable

Membership for Carers and Participants cannot transfer their membership

If for any reason payment for memberships that require payment, is not cleared SILSDA may, without notice to the Member, decline to approve the Member's Membership or terminate the Member's Membership.

SILSDA will charge Fees to the Member as per details here

13. SILSDA is not liable for the decision of vendors in relation to the winning of contracts/tenders

14. SILSDA reserves the right to immediately, and without notice, withdraw or terminate the Member's access to the Membership, if:-

- (i) the Member fails to comply with any provision of the terms and conditions concerning the payment of any Fees;
- (ii) the Member misuses the Membership or fails to comply with the Member's obligations as to the use and access of the Membership as specified in these terms and conditions; and
- (iii) there are any other reasons deemed suitable by SILSDA

15. SILSDA will attempt to contact the Member by e-mail or post prior to termination or suspension of the Member's Membership.

16. In the event of termination, the Member will cease to be a member and will no longer be authorised to access the Membership, but all restrictions imposed on the Member, licenses granted by the Member and all of the disclaimers or limitations of liability set out in these terms and conditions by SILSDA will continue.

17. SILSDA will provide the Member with the services as advertised on and accessed through the Membership.

18. SILSDA reserve the right to, in their own sole discretion, modify or vary the Membership services with or without notice.

19. Events

i) SILSDA will not take any responsibility for any errors, omissions and changes to the program or content of events, conferences, workshops or presentations conducted by third party presenters. SILSDA reserves the right to make changes to the program as it deems necessary without penalty and in such situations no refunds, part refunds or alternative offers shall be made.

ii) SILSDA cannot control all content published or disseminated at the event. You may find other delegates' or participants' communications, graphics, audio files or other information inappropriate, offensive, harmful, inaccurate, dishonest or misleading and/or deceptive, however you alone are solely responsible for your interaction with other delegates and agree to act responsibly and exercise caution, common sense and safety while in attendance at the event

111) SILSDA, its directors, employees, servants, agents and affiliates shall not be liable for any losses, damages, liabilities, claims or expenses whatsoever arising out of or referable to the event.

20. The Member acknowledges that, when using the Membership, they must exercise their own skill and judgment and must evaluate and bear all risks associated with the use of the Data, including reliance on the accuracy, completeness or usefulness of the Data.

21. The accuracy of the information provided by members depends on the truthfulness or competency of those members. SILSDA MAKE NO WARRANTY, EXPRESS OR IMPLIED AS TO THE FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY OR COMPLIANCE WITH ANY DESCRIPTION OF ANY OF THE PRODUCTS OR SERVICES ADVERTISED BY THIRD PARTIES, WHETHER WITH SILSDA OR OTHERWISE, OR ASSUME ANY LEGAL LIABILITY FOR THE TIMELINESS, ACCURACY, USEFULNESS, OR SUITABILITY OF ANY INFORMATION, WHETHER TRANSLATED OR OTHERWISE, THAT SILSDA PROVIDE.

22. WITHOUT LIMITING THE ABOVE PROVISIONS, THE MEMBERSHIP IS PROVIDED TO THE MEMBER "AS IS" OR "AS AVAILABLE" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESSED OR IMPLIED.

23. IN NO EVENT SHALL JAZCORP, OUR MEMBER FIRMS, AFFILIATES, PARTNERS, PRINCIPLES, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LIABILITY FOR LOSS OF USE, DATA OR PROFITS.

24. UNLESS SILSDA EXPRESSLY REPRESENT TO THE CONTRARY, THERE IS NO WARRANTY THAT USE OF THE MEMBERSHIP WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

25. SILSDA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OR CONTENT OF INFORMATION ADVERTISED BY MEMBERS WHATSOEVER OR ON OTHER SITES WHICH ARE ACCESSED THROUGH THE MEMBERSHIP.

26. The Member acknowledges that the Data is subject to copyright and possibly other intellectual property rights either held by SILSDA or Third Parties.

27. The Member must not:-

(i) sell, modify, copy, reproduce, republish, frame, upload to a third party, post transmit or distribute the Data, or parts thereof, in any way for any public or commercial purpose except with the prior written consent of SILSDA or except as provided for in the Membership materials or in these terms and conditions; and

(ii) otherwise infringe the intellectual property rights of any person or other legal entity in using the Membership.

28. The Membership shall be governed by and construed in accordance with the laws of Western Australia, Australia and the Member to submit to the exclusive jurisdiction of the courts and tribunals of Western Australia.