

# **B2B Networking Terms and Conditions**

## **Violations of these Terms and Conditions**

Without limiting any other remedies available to B2B Networking at law or in equity, B2B Networking reserves the right to, without notice:

- temporarily or indefinitely suspend, or terminate, your membership and access to the site B2B Networking web page, [www.b2bnetworking.org.au](http://www.b2bnetworking.org.au) (“site”) or refuse to provide services to you if:
- you breach any provision of these Terms and Conditions
- B2B Networking is unable to verify or authenticate any information that you provide to us; or
- B2B Networking believes that your actions may cause damage and/or legal liability to B2B Networking, any of its members, referrers or any other person; and
- remove or block access to any information and/or materials (in whole or in part) that B2B Networking, at its sole and absolute discretion, regards in any way to be objectionable or in violation of any applicable law, any person's intellectual property rights or these Terms and Conditions.

## **Indemnity**

You indemnify and hold harmless B2B Networking and its officers, employees, agents, consultants, licensors, partners and affiliates from and against any losses, liabilities, costs, expenses or damages (including actual, special, indirect and consequential losses or damages of every kind and nature, including all legal fees on a solicitor-client basis) suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):

- any material or information that you provide, submit, post, transmit or otherwise make available through the B2B Networking association;
- your use of, or connection to, the B2B Networking group;
- your negligence or misconduct, breach of these Terms and Conditions or violation of any law or the rights of any person.

## **User Content**

In these Terms and Conditions, the term "**User Content**" means any and all content that is submitted, posted or otherwise added to the site and/or Facebook page (“site”) by any user, such as comments, forum posts, chat room messages, reviews, ratings and feedback.

The site contains some features that enable you and other users to upload User Content. B2B Networking reserves the right to display, refuse to display, remove and/or amend all or any part of any User Content at its absolute discretion. In respect of any User Content that you upload, you:

- represent and warranty to B2B Networking that your sharing of that User Content does not infringe any copyright or other legal right of any other person; and
- grant to B2B Networking a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable and transferable license to use, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform and otherwise exploit all or any part of that User Content in any way at B2B Networking's absolute discretion.

### **Limitation of liability**

To the maximum extent permitted by law, B2B Networking and its officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, these Terms and Conditions or the use of the site by you or any other person.

## **B2B Networking Privacy Policy**

B2B Networking Incorporated (ABN INC1900729) ("we", "us" or the "B2B Networking") is committed to privacy protection. At <http://www.b2bnetworking.com.au> ("this site"), we understand the importance of keeping personal information private and secure. This privacy policy ("Privacy Policy") describes generally how we manage personal information and safeguard privacy. If you would like more information, please don't hesitate to contact us.

This Privacy Policy forms part of, and is subject to the provisions of, our Usage Terms (<http://www.b2bnetworking.com.au/terms>).

### **The Australian Privacy Principles**

We will treat all personal information in accordance with any and all obligations that are binding upon us under the *Privacy Act 1988* (Cth) ("Privacy Act"). The Privacy Act lays down 13 key principles in relation to the collection and treatment of personal information, which are called the "Australian Privacy Principles".

### **What is "personal information"?**

Personal information held by B2B Networking may include your:

- name and date of birth;
- residential and business postal addresses, telephone/mobile/fax numbers and email addresses;
- your computer and connection information; and
- any information that you otherwise share with us.

### **How we may collect your personal information**

At this site, we only collect personal information that is necessary for us to conduct our business as finish this sentence to describe what the Website Owner does in a nutshell.

### **Information that you provide to us**

We may collect personal information that you provide to us about yourself when you access our site, or send us an email or other communication.

### **IP addresses**

This site may also collect Internet Protocol (IP) addresses. IP addresses are assigned to computers on the internet to uniquely identify them within the global network. B2B Networking collects and manages IP addresses as part of the service of providing internet session management and for security purposes. B2B Networking may also collect and use web log, computer and connection information for security purposes and to help prevent and detect any misuse of, or fraudulent activities involving, this site.

How we may use your personal information

Your personal information may be used in order to:

- verify your identity;
- respond to any queries or feedback that you may have;
- conduct appropriate checks for credit-worthiness and for fraud;
- prevent and detect any misuse of, or fraudulent activities involving, this site;
- conduct research and development in respect of our services;
- gain an understanding of your information and communication needs or obtain your feedback or views about our services in order for us to improve them; and/or
- maintain and develop our business systems and infrastructure, including testing and upgrading of these systems,

and for any other purpose reasonably considered necessary or desirable by B2B Networking in relation to the operation of our business.

From time to time we may email our clients with news, information and offers relating to our own services or those of selected partners. Your personal information may also be collected so that B2B Networking can promote and market products and services to you. This is to keep you informed of products, services, and special offers we believe you will find valuable and may continue after you cease acquiring products and services from us. If you would prefer not to receive promotional or other material from us, please let us know and we will respect your request. You can unsubscribe from such communications at any time if you choose.

When we may disclose your personal information

### **Information provided to other organisations**

For the purposes set out above, B2B Networking may disclose your personal information to organisations outside B2B Networking. Your personal information disclosed to these organisations only in relation to this site, and B2B Networking takes reasonable steps to ensure that these organisations are bound by confidentiality and privacy obligations in relation to the protection of your personal information. These organisations may carry out or provide:

- client enquiries;
- mailing systems;
- billing and debt-recovery functions;
- information technology services;
- marketing, telemarketing and sales services;
- market research; and
- website usage analysis.

In addition, we may disclose your personal information to:

- your authorised representatives or legal advisers (when requested by you to do so);
- our professional advisers, including our accountants, auditors and lawyers;
- government and regulatory authorities and other organisations, as required or authorised by law;
- organisations who manage our business strategies, including those involved in a transfer/sale of all or part of our assets or business (including accounts and trade receivables) and those involved in managing our business risk and funding functions; and

- the police or other appropriate persons where your communication suggests possible illegal activity or harm to others.

#### Contacting us about privacy

If you would like more information about the way we manage personal information that we hold about you, or are concerned that we may have breached your privacy, please contact us by email or by post.

#### **Access to your personal information**

In most cases, you may have access to personal information that we hold about you. We will handle requests for access to your personal information in accordance with the Australian Privacy Principles. All requests for access to your personal information must be directed to the Privacy Officer by email or by writing to us at our postal address. We will deal with all requests for access to personal information as quickly as possible. Requests for a large amount of information, or information that is not currently in use, may require further time before a response can be given. We may charge you a fee for access if a cost is incurred by us in order to retrieve your information, but in no case will we charge you a fee for your application for access.

In some cases, we may refuse to give you access to personal information that we hold about you. This may include circumstances where giving you access would:

- be unlawful (eg, where a record that contains personal information about you is subject to a claim for legal professional privilege by one of our contractual counterparties);
- have an unreasonable impact on another person's privacy; or
- prejudice an investigation of unlawful activity.

We may also refuse access where the personal information relates to existing or anticipated legal proceedings, and the information would not be accessible by the process of discovery in those proceedings.

If we refuse to give you access, we will provide you with reasons for our refusal.

#### **Correcting your personal information**

We will amend any personal information about you that is held by us and that is inaccurate, incomplete or out of date if you request us to do so. If we disagree with your view about the accuracy, completeness or currency of a record of your personal information that is held by us, and you ask us to associate with that record a statement that you have a contrary view, we will take reasonable steps to do so.

#### Storage and security of your personal information

We are committed to maintaining the confidentiality of the information that you provide us and we will take all reasonable precautions to protect your personal information from unauthorised use or alteration. In our business, personal information may be stored both electronically (on our computer systems and with our website hosting provider) and in hard-copy form. Firewalls, anti-virus software and email filters, as well as passwords, protect all of our electronic information. Likewise, we take all reasonable measures to ensure the security of hard-copy information.

#### Third party websites

You may click-through to third party websites from this site, in which case we recommend that you refer to the privacy statement of the websites you visit. This Privacy Policy applies to this site only and B2B Networking assumes no responsibility for the content of any third-party websites.

#### **Re-marketing**

We may use the Google AdWords and/or Facebook re-marketing services to advertise on third party websites to previous visitors to this site based upon their activity on this site. This allows us to tailor our marketing to better suit your needs and to only display advertisements that are relevant to you. Such advertising may be displayed on a Google search results page or a website in the Google Display Network or inside Facebook. Google and Facebook may use cookies and/or pixel tags to achieve this. Any data so collected by Google and/or Facebook will be used in accordance with their own respective privacy policies. None of your personal Google and/or Facebook information is reported to us.

You can set preferences for how Google advertises to you using the Google Ads Settings page (<https://www.google.com/settings/ads>). Facebook has enabled an AdChoices link that enables you to opt out of targeted advertising.

#### Changes to this Privacy Policy

From time to time, it may be necessary for us to revise this Privacy Policy. Any changes will be in accordance with any applicable requirements under the Privacy Act and the Australian Privacy Principles. We may notify you about changes to this Privacy Policy by posting an updated version on this site.

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If you require any further information about the Privacy Act and the Australian Privacy Principles, you can visit the Australian Information Commissioner's website (see <https://www.oaic.gov.au/>).

