

Built Environment News Platform “Terms & Conditions”

1. GENERAL

- a) The intent of the Built Environment News Platform (the Platform) is to provide an informative and freely available news resource for the built environment industry.
- b) To maintain the intent of the Platform, the Platform offers Membership to suitable organisations.
- c) Customer includes paying Members and non-paying Non-members and site users.

2. SUBMITTING CONTENT

- a) Membership does not guarantee your content will be added to the Platform.
- b) Content supplied by Members for similar content may take preference over non-member content.
- c) The Platform maintains the right to refuse to add content that is believed to not be in keeping with the intent of the Platform.
- d) Examples of articles that will likely be refused include company advertorials, company awards (we look to add the article from the awards host covering the awards event), articles without a clear focus or poorly written, articles of little relevance to our audience and articles that seek to manipulate the open nature of the Platform by listing topics.
- e) The Platform may also need to refuse to add content to limit the volume of content being added as well as limitations on resources to prepare content for the Platform.
- f) The customer warrants that they own, have rights to or owner’s permission to all content you submit to the Platform.
- g) The customer warrants that the material or information does not breach any law or discriminate against any other person or company.
- h) Submitting content may come in the form of emailing content, uploading content and permitting the Platform to republish content from your online assets.
- i) You are bound by our terms & conditions.
- j) Articles added to the Platform will remain online for a minimum of 12 months from date added except if the website is closed or the customer requests the article to be removed.
- k) Due to the nature of linking to external sites, the Platform takes no responsibility or warrants any loss of income or cost associated whatsoever for any inappropriate or misleading information on your site or links that are broken or moved.
- l) Content is typically added to the Platform within 1 to 4 weeks of submitting the content. The customer should advise if content is time sensitive.

3. MEMBERSHIP

- a) It is the responsibility of the customer to ensure the authenticity of all material attributed to the customer, including but not limited to copyright on photographs, product details and technical information.
- b) Membership is valid for a period of 12 months from the date of purchase recorded on the purchase invoice.

- c) The customer is responsible for informing the Platform of any changes required associated with Membership.

4. WEBSITE MONITORING

Due to the nature of website monitoring linking to external sites, the Platform takes no responsibility or warrants any loss of income or cost associated whatsoever for:

- a) Any inappropriate or misleading information on your site.
- b) Links that are broken or moved (although the Platform endeavours to monitor and correct these).
- c) Content that is on occasion missed in the monitoring process (unless notified by the customer in writing and 14 days allowed to correct error).
Content that is added to the Platform that is later removed from the source site. This is typical avoided by the timeframes of the monitoring process.

5. PAYMENT

- a) All amounts shown on our tax invoices are in Australian Dollars unless specified otherwise.
- b) Amounts exclude Goods and Services Tax unless otherwise stated.
- c) Any payments must be in Australian Dollars.
- d) Payment must be made in accordance with the details specified on the purchase invoice
- e) Failure to meet payment terms may result in the suspension of services relevant to the outstanding invoice. You agree that the Platform may recover the outstanding amount specified in the invoice together with interest, our legal costs, bank fees and charges, any other expenses incurred in attempting to recover the debt and any fees and commissions or other amounts the Platform pay to any collection agency to act on our behalf.

6. LIABILITY

- a) To the extent possible, all implied and express warranties in legislation (including federal and state trade practices and sale of goods legislation) that may give you greater rights than are expressed in this clause are negated.
- b) ‘Take Down’ will be acted upon as promptly as possible. The Platform accepts no liability for time to remove content.
- c) The Platform accepts no liability for any inaccuracies in content, reliance on the Platform or links provided from the Platform, however every care will be taken to avoid inaccuracies and errors.

7. CLAIMS

You will indemnify us against all suits, claims and demands made against us and loss or damage suffered by us arising from our publication of your material due to:

- a) A breach of your warranty in clause 2 or 3;
- b) Any allegation that we have breached any intellectual property rights of any third party; and
- c) Any other civil or criminal liability we may be exposed to.