

These Rules relate to the Bespoke Lifestyles ACN 160 033 278 (“Bespoke”) website and any other website that is part of the Bespoke website including any website that is owned or operated by or on behalf of Bespoke and any website available through the www.bespokelifestyles.org.au domain name and any sub-domains related to the www.bespokelifestyles.org.au domain name (collectively referred to as “this Site”).

The material on this Site is copyright of Bespoke and other copyright owners. This Site may only be used in accordance with these terms and conditions (the “Rules”).

1. Access and use

- (a) Your access to and use of this Site and the Resources is conditional on your acceptance of these Rules.
- (b) If you have purchased a entered into an agreement with Bespoke the terms and conditions of your access and use of this Site shall also be governed by the terms of that agreement. Where there is an inconsistency between that agreement and these Rules, that agreement shall prevail.

2. Licence Content

- (a) In consideration for your acceptance of these Rules, Bespoke grants you a revocable, non-exclusive, non-transferable licence to access, use and reproduce the Resources in accordance with these Rules.

3. Contents and access to Parts

- (a) This Site contains content and information including software, text, programs, interactive facilities, graphics, photographs, sounds, music and video (“Content”). Some Content may be arranged into documents, forms, articles and any other materials whatsoever (“Resources”).
- (b) All Content and Resources provided on and through this Site may only be used in accordance with these Rules.
- (c) The Content may, at the sole discretion of Bespoke from time to time, include Resources that have been created by or for third parties. All such Resources are reproduced on this Site for your information and convenience only and are not intended to replace or be used in substitution for information or Resources provided by their authors, creators or publishers.
- (d) The Content on this Site may be, from time to time, divided into parts (“Parts”) at the sole discretion of Bespoke.
- (e) Bespoke may, at its sole discretion, require that any part or part of this Site may only be accessed by persons who have paid to Bespoke all applicable fees and charges relating to that Part. Bespoke may, in its sole discretion, specify any other or terms and conditions for access to any Part.
- (f) If you wish to access a Part, Bespoke may provide to you a username and password, or other method of access at its sole discretion (the “Login”). Bespoke has no obligation to provide you with a Login and, if Bespoke has provided you with a Login, may cancel that Login at any time and for any reason whatsoever without notice.
- (g) In order to provide you with a Login, Bespoke may require you to register with Bespoke. Registration with Bespoke will require you to provide personal

information to Bespoke. Any personal information that you provide to Bespoke will be collected, used and disclosed in accordance with the privacy policy published by Bespoke on this Site, from time to time (the "Privacy Policy").

- (h) The Privacy Policy must be read in conjunction with, and form part of, these Rules. If there is any inconsistency between these Rules and the Privacy Policy, these Rules shall prevail to the extent of that inconsistency.
- (i) If Bespoke provides you with a Login, you agree that:
 - i. Bespoke may collect, use and disclose your personal information in accordance with the Privacy Policy;
 - ii. the Login is required to access, and shall be use to access, the Part;
 - iii. you shall not access the Part without having first been issued the Login in accordance with these Rules;
 - iv. you shall not:
 - A. disclose the Login to any other person;
 - B. provide any false or misleading information to Bespoke or create a Login for any other person; or
 - C. attempt to sell, offer to sell, sell, license or transfer your Login to any person;
 - D. you shall kept the details of the Login safe and confidential; and
 - E. you accept all liability for any activities whatsoever conducted using the Login that is issued to you under clause 3(f).
- j) You agree that Bespoke may, from time to time and in Bespoke's sole discretion:
 - i. revoke, vary, suspend or cancel the Login;
 - ii. carry out maintenance or other work on this Site, that may limit or deny access to you; or
 - iii. limit or deny access to this Site or part of this Site, for any reason.

4. Your Content

- (a) This Site may provide facilities for you to submit, transfer or upload information, comments, text or other content to this Site ("Your Content").
- (b) In these Rules the expression "Moral Rights" has the meaning given to it in the Copyright Amendment (Moral Rights) Act 2000 (Cth) and includes rights of integrity of authorship, rights of attribution of authorship and similar rights that exist or may come to exist anywhere in the world.
- (c) You represent, warrant and guarantee to Bespoke that you own or have all necessary or desirable licences, rights, permissions and consents (including, without limitation, the consent of the author of any works in relation to the doing of all acts or any omissions by Bespoke to Your Content which might otherwise infringe the Moral Rights of that author in any or all of, or any part of, Your Content) to use and authorise Bespoke to use all intellectual property and all other proprietary rights in in Your Content so as to enable use by Bespoke of Your Content in the manner contemplated by this Site and the Rules.

- (d) You hereby grant Bespoke a worldwide, non-exclusive, royalty-free licence to use, sublicense, reproduce, publish, modify and display Your Content, as modified, on this Site and in connection Bespoke's business in any material form whatsoever. You hereby grant any other person who is accessing and using this Site a non-exclusive licence to access and display Your Content, as modified, and to use, reproduce, publish, display and perform such actions as the functionality of this Site allows and these Rules permit. You agree that the above licences granted by you are perpetual and irrevocable.
- (e) You agree, acknowledge and warrant that:
- (a) Your Content shall not contain any material that is subject to copyright or any other third party proprietary rights including, without limitation, rights in relation to trade secrets, privacy or publicity unless you are the owner of all of those rights or have authorisation from the rightful owner of those rights to transfer or upload that material to this Site and to grant Bespoke a licence to use and display that material on the terms contemplated by these Rules;
 - (b) Your Content shall not:
 - A. breach or be contrary to the Rules;
 - B. contain words or expressions that are, in the opinion of Bespoke, inappropriate for this Site;
 - C. contain racist, defamatory, pornographic or threatening material;
 - D. depict acts of violence or unlawful acts, spread hatred against any person or group, vilify any person, people or religion, or, in the reasonable opinion of Bespoke, cause offence or harm to any person or group of people;
 - E. offer any contest, giveaway or lottery;
 - F. contain any commercial communications unless expressly authorised by Bespoke;
 - G. contain any virus or any other malicious code whatsoever;
 - H. solicit information from any other person for any inappropriate reason, including to access the account of any other person or to engage in any unlawful or improper conduct in relation any person;
 - I. do, or aid, abet or solicit the doing of, anything unlawful including, without limitation, the breach of these Rules; or
 - J. mislead, misinform or deceive any person.
 - (c) Bespoke may remove Your Content or make, or arrange to have made, any modifications or amendments to Your Content, in its sole discretion, from time to time and whether or not Your Content breaches any of these Rules;
 - (d) You consent to any acts or omissions by Bespoke (whether occurring before or after this consent is given) in relation to all Your Content created or developed by you where you are the 'author' of Your Content, which might otherwise infringe your Moral Rights in any or all of, or any part of, Your Content;
 - (e) Bespoke may retain, for any use whatsoever, a reproduction of Your Content after you have deleted Your Content from this Site; and
 - (f) Bespoke may, at its sole discretion:

- A. modify or amend Your Content including, without limitation, by replacing words or phrases in Your Content with any other words or phrases that Bespoke considers, at its sole discretion, to be suitable; and
- B. publish, republish or refuse to publish or reproduce, Your Content on this Site, any other website or in any other material form whatsoever

5. Intellectual property rights and licence

- (a) Bespoke and others own and reserve all intellectual property rights, including, but not limited to, copyright in the Resources, the Content or services provided by this Site.
- (b) Except as expressly provided in these Rules, nothing set out in these Rules confers any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights.
- (c) You agree that the Content and this Site are protected by copyrights, trademarks, patents or other proprietary rights and laws.
- (d) Except as set out in clause 6, or with Bespoke's express consent, you must not use this Site or the Content, for any of the following purposes:
 - i. the reproduction of the Content in any form;
 - ii. the distribution of the Content in any form;
 - iii. re-transmission of the Content by any medium of communication;
 - iv. uploading or reposting the Content to any other site or location on the internet, online service or bulletin board; or
 - v. framing the material on this Site with other material on any other internet site or location, online service or bulletin board.
- (e) You must not:
 - 1. decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from this Site or the Content;
 - 2. use any network monitoring or discovery software to determine the site architecture, or extract information about usage, individual identities or users;
 - 3. use any software, device, or manual process to monitor or copy this Site or the Content. Any unauthorised use of this Site or its Content is prohibited. Without limiting the generality of this clause you must not cache the Content of this Site without the consent of Bespoke;
 - 4. use any Content, or this Site, to cause offence, harm, injury, hurt, damage or loss of any kind whatsoever to Bespoke or to any other person;
 - 5. use any Content, or this Site, in a manner that is, in Bespoke's reasonable opinion, defamatory, racist, pornographic, or that depicts acts of violence or unlawful acts, or that may spread hatred against any person or group, or that vilifies any person, people or religion, or that may cause offence or harm;
 - 6. modify, mimic or copy:
 - A. the layout of this Site; or
 - B. any computer software or code contained in this Site.

6. *Permission to use content or resources*

- (a) Notwithstanding the restrictions in clause 4 and subject to the terms of the licence granted to you under clause 2(a), you may make temporary electronic copies of the Content that are necessary to browse this Site and may download and print Content from this Site for non-commercial personal use, provided that you do not remove any copyright or trade mark notices contained on or in the Material where:
 - i. those copyright or trade mark notices are owned or controlled by third parties; or
 - ii. the Resources or this Site expressly provide that those copyright or trade mark notices are not to be removed.
- (b) If you wish to use the Content for any other purpose you must first purchase a license from Bespoke that permits that form of use.
- (c) In this clause 6:
 - i. non-commercial use means use that is not for monetary reward; and
 - ii. use for monetary reward includes, without limitation, use for sale, resale, loan, transfer, hire or other form of commercial use.

7. *Links to other websites*

- (a) This Site contains links to sites on the internet owned and operated by third parties and which are not under the control of Bespoke ("External Sites").
- (b) In relation to External Sites which are linked to this Site, Bespoke:
 - i. Provides the link or links to External Sites as a convenience to you and the existence of a link or links does not imply any endorsement by Bespoke of the External Sites;
 - ii. is not responsible for material contained on those External Sites; and
 - iii. makes no warranties and accepts no liability in relation to material contained on those External Sites.

8. *Disclaimers, acknowledgement and warranty*

- (a) You acknowledge and agree that:
 - i. Bespoke is not in the business of providing legal, vocational or financial advice;
 - ii. The Content and the Site are not intended to, and do not, contain or constitute legal, vocational or financial advice;
 - iii. Some of the Content is provided by users of this Site over which Bespoke has limited or no control;
 - iv. Content that has not been provided by Bespoke may be reviewed, edited, moderated, amended or removed by Bespoke, however, Bespoke has no duty or obligation to do so;
 - v. The views expressed in the Content are not necessarily the views of Bespoke;
 - vi. The expression of a view does not imply endorsement of a product or service;
 - vii. The information contained in the Content may be out of date;
 - viii. You must not rely on any of the Content without first making independent enquiries to verify facts;

- ix. In the event that you are unable to conveniently access the Site or Content, Bespoke has no obligation whatsoever to make available the Website or Content to you; and
 - x. In making this Site and Content available for your access and use, Bespoke relies on your agreement to these Rules.
- (b) You agree that:
- i. the Site or Content, or both, may not be accessible, or in a form that is conveniently accessible, by you; and
 - ii. the Site may be interrupted for maintenance and repairs, or for any other reason and that access to any Content is not guaranteed.
 - iii. to the fullest extent permitted by law, Bespoke disclaims any express or implied warranties, guarantees or representations regarding:
 - A. the accuracy, reliability, timeliness or otherwise of any information contained or referred to on this Site, the Content, the Resources or on any External Sites; and
 - B. the merchantability, reliability or fitness for any particular purpose for any service or product contained or referred to on this Site or on any External Sites.
 - iv. You acknowledge and agree that Bespoke does not warrant, guarantee or make any representation that:
 - A. this Site, the Content, the Resources, or the server that makes this Site available on the Internet are free of software viruses;
 - B. the functions contained in any software contained on this Site or the Content will operate uninterrupted or are error-free; or
 - C. errors or defects in this Site or the Content will be corrected.

9. Liability

- (a) Bespoke shall not be liable, under any circumstances, for any loss of profits or any damages of any kind (even if Bespoke has been advised of the possibility of such loss of profits or damages) which are the consequence of you:
 - i. acting, or failing to act, on any information contained on or referred to on this Site or any of the External Sites; or
 - ii. using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Site any External Sites.
- (b) You agree that Bespoke is not liable to you for:
 - i. errors or omissions in the Site or on External Sites;
 - ii. delays to, interruptions of or cessation of the services provided in the Site, the Content, or External Sites; or
 - iii. defamatory, offensive or illegal content on the Site whether caused through negligence of Bespoke, its employees, agents or independent contractors, or through any other cause.
- (c) You agree to accept the full cost of any necessary repair, correction or maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing this Site or the Content.
- (d) To the extent that the limitation of liability contained in this clause 9 is prohibited, you agree that Bespoke's sole obligation to you for any loss,

injury, claim, liability or damage of any kind resulting from your access or use of this Site shall be limited to the refund of the fees and charges paid by you to Bespoke, if any.

10. Indemnity

- (a) You will at all times indemnify, keep indemnified, defend and hold harmless Bespoke and its respective officers, employees and agents (referred to below as "Those Indemnified"), from and against any cost, expense, fee, loss or damage (including reasonable legal costs and expenses) or liability incurred by any of Those Indemnified arising from any claim, demand, suit, action or proceeding by any person against any of Those Indemnified where such loss or liability arose out of, in connection with or in respect of:
 - i. your actions, inaction or negligence;
 - ii. any breach of these Rules by you;
 - iii. a breach of a warranty given by you under these Rules; or
 - iv. your use of or reliance on the Resources, Content or any Resources, services or information supplied to you under these Rules.

11. Confidentiality and use of information provided by you

- (a) You agree that Bespoke may collect and use information that you provide to Bespoke (if any). You also agree that Bespoke may store certain information on your computer including, without limitation, cookies, that assists or enables Bespoke to provide access to this Site.
- (b) Except as permitted in clause 11(c) below, Bespoke will treat as confidential information any information provided to this Site by you (if any). Bespoke will not disclose confidential information to any third party except where the third party is either contracted or licensed to Bespoke to assist Bespoke in fulfilling its obligations under these Rules or providing access to this Site.
- (c) If you purchase products or services from Bespoke then you agree that Bespoke may disclose the material or information provided by you under these Rules to third parties for the purpose of providing you with the additional products or services or related products or services.

12. Termination of access

- (a) Bespoke may terminate access to the Site at any time without giving any explanation or justification for the termination of access. Bespoke has no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Site.
- (b) Bespoke will consider and, at its sole discretion, determine whether or not, and on what terms, a refund of any fees you have paid (if any) to Bespoke may be payable to you.

13. Severance and jurisdiction

- (a) If any part of these Rules is found to be void, unlawful or unenforceable then that part will be deemed to be severable from the balance of these Rules and

the severed part will not affect the validity and enforceability of any remaining provisions.

- (b) These Rules will be governed by and interpreted in accordance with the laws of the State of Queensland.
- (c) You agree to the non-exclusive jurisdiction of the Courts of the State of Queensland to determine any dispute arising out of these Rules.

PRIVACY AND CONFIDENTIALITY

Policy

BL is committed to maintaining the confidentiality of information and the privacy of all people who are participants of BL.

Rationale

Bespoke will ensure that only information deemed necessary for the provision of service to participants will be collected. Disclosure of any information to a third party will occur only with the participant's consent. Information relating directly to the operational management and/or governance of the organisation remains the property of Bespoke.

Procedure

Bespoke endorses the eleven (11) Privacy Principles in the Commonwealth Privacy Act (1988). This places an obligation on Bespoke to ensure that all people with access to Bespoke records comply with the following principles when using or managing personal information:

Principle 1: Collection of information must be lawful and fair.

Principle 2: Informing people why information is collected.

Principle 3: Ensuring personal information collected is of good quality and not too intrusive.

Principle 4: Ensuring proper security of personal information.

Principle 5: Allowing people to know what personal information is collected and why.

Principle 6: Allowing people access to their own records.

Principle 7: Ensuring that personal information stored is of good quality, including allowing people to obtain correction where it is not.

Principle 8: Ensuring that personal information is of good quality before use.

Principle 9: Ensuring that personal information is relevant before use.

Principle 10: Limiting the use of personal information to the purposes for which it was collected.

Principle 11: Preventing the disclosure of personal information outside the service.

WEBSITE GOALS – FOR FORUMS

The purpose of this site is to provide a safe, inclusive forum for open and useful discussion between Bespoke Lifestyles members to enable them to share their knowledge, ideas and experiences with other members. The intention of this site is to stimulate conversation and to enable members to support each other.

The five goals for members wishing to use the forum on this site are:

- i. Stimulate Conversation:
- ii. Confidentiality:
- iii. Share ideas:
- iv. Do not defame:
- v. Support each other

1. Stimulate Conversation

Members should feel free to exchange information and opinions in a safe and friendly environment.

Conversation should be helpful to other people and never offensive. Participants should express their views in a polite and helpful manner that encourages lively debate and considers the different opinions of different participants.

Participants must never engage in any behaviour which discourages other members from participating in conversations on this forum.

2. Confidentiality

It is essential that members using this site do not breach the confidentiality of any person or organisation. This means not posting any personal details or information of any person or organisation.

A person's confidential information includes that person's telephone number, email address, home address and any other personal information, which that person has not given their informed consent to be shared.

3. Share ideas

Members are encouraged to share their ideas with other members in a manner which supports the objectives of this website.

All ideas shared should be relevant to the topic being discussed.

4. Do not defame

Any discussion should be focussed on concepts and ideas, not particular individuals.

5. Support each other

Participants must behave in a courteous, respectful and kind manner towards other members participating in this forum.

WEBSITE GOALS – FOR BLOG

The purpose of this site is to provide a safe, inclusive forum for open and useful discussion between Bespoke Lifestyles and its members to enable them to share their knowledge, ideas and experiences. The intention of this site is to facilitate the free flow of information, to stimulate conversation and to enable members to support each other.

The five goals for members wishing to post comments on on this site are:

- vi. Stimulate Conversation:
- vii. Confidentiality:
- viii. Share ideas:
- ix. Do not defame:
- x. Support each other

6. Stimulate Conversation

Members should feel free to exchange information and opinions in a safe and friendly environment.

Comments should be helpful to other people and never be offensive. Participants should express their views in a polite and helpful manner that encourages lively debate and considers the different opinions of different participants.

Participants must never engage in any behaviour which discourages other members from posting comments or engaging in blog discussions.

7. Confidentiality

It is essential that members using this site do not breach the confidentiality of any person or organisation. This means not posting any personal details or information of any person or organisation.

A person's confidential information includes that person's telephone number, email address, home address and any other personal information, which that person has not given their informed consent to be shared.

8. Share ideas

Members are encouraged to share their ideas with other members in a manner which supports the objectives of this website.

All ideas shared should be relevant to the topic being discussed in the relevant blog posting.

9. Do not defame

Any comments posted should be focussed on concepts and ideas, not particular individuals.

10. Support each other

Participants must behave in a courteous, respectful and kind manner towards other members and other people who engage in blog discussions.