

**Bespoke Lifestyles' Website**  
**(including the Subscriber Dashboard)**  
**Terms of Use**

**1. Application**

These Terms of Use apply to the website of Bespoke Lifestyles (ACN 160 033 278), including the Subscriber Dashboard ("this Site").

**2. Access and use**

- (a) Your access to this Site is conditional on your acceptance of these Terms of Use.

**3. Licence to use Site**

- (a) This Site contains content and information including software, text, programs, interactive facilities, graphics, photographs, sounds, music, video, documents, forms, templates and materials ("Content").
- (b) In consideration for your acceptance of these Terms of Use, Bespoke Lifestyles grants you a personal, revocable, non-exclusive, non-transferable, non-sublicensable licence to access and use this Site and its Content in accordance with these Terms of Use.

**4. Third Party Content and access to Parts**

- (a) The Content may include information created by or for third parties ("Third Party Content"). All Third Party Content is reproduced on this Site for your information and convenience only and is not intended to replace or be used in substitution for the same content available from its original sources.
- (b) Bespoke Lifestyles may, in its sole discretion, divide the Content on this Site into parts ("Parts").
- (c) Bespoke Lifestyles may, in its sole discretion, require that any part of this Site may only be accessed by persons who have paid to Bespoke Lifestyles applicable fees and charges relating to that Part, or agreed to other specified terms and conditions for access to that Part.
- (d) If you wish to access a Part, Bespoke Lifestyles may provide to you a username and password, or other method of access at its sole discretion (the "Login").
- (e) Bespoke Lifestyles has no obligation to provide you with a Login and, if Bespoke Lifestyles has provided you with a Login, it may revoke, vary, cancel or suspend that Login at any time and for any reason whatsoever without notice.
- (f) If Bespoke Lifestyles provides you with a Login, you agree that:
- i. Bespoke Lifestyles may collect, use and disclose your personal information for purposes associated with managing your access to this Site;
  - ii. the Login must be used to access the Part;
  - iii. you will not access the Part without having first been issued with a Login;
  - iv. you will not:
    - A. disclose the Login to any other person;
    - B. provide any false or misleading information to Bespoke Lifestyles or create a Login for any other person; or
    - C. offer to sell, sell, license or transfer your Login to any person; and
    - D. you shall keep the details of the Login safe and confidential; and
    - E. you accept all liability for any activities whatsoever conducted using your Login.
- (g) You agree that Bespoke Lifestyles may, from time to time and in Bespoke Lifestyles' sole discretion, carry out maintenance or other work on this Site that may limit or deny access to you; or limit or deny access to this Site or part of this Site for any reason.

## **6. Terms applicable to all subscribers and Site users**

- (a) Bespoke Lifestyles disclaims any warranties or representations regarding:
- i. the accuracy, reliability or currency of any information contained on this Site, including the Content and Profile Content, or any linked websites;
  - ii. the merchantability, reliability or fitness for any particular purpose of any worker, service or product contained or referred to on this Site or on any linked websites;
  - iii. the skills, capabilities, qualifications, credentials or character of any worker referred to on this Site;
  - iv. that a worker publishing their profile on the Connections Hub will be contacted or recruited by any person through the Site;
  - v. that a worker once recruited will remain employed or engaged for any particular period.
- (b) You acknowledge and agree that:
- i. you must not rely on any of the information on this Site without first making independent enquiries to verify facts;
  - 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 Lifestyles has limited or no control;
  - iv. Content that has not been provided by Bespoke Lifestyles may be reviewed, moderated, edited or removed by Bespoke Lifestyles, however, Bespoke Lifestyles has no duty or obligation to do so;
  - v. the views expressed in the Content are not necessarily the views of Bespoke Lifestyles;
  - vi. the expression of a view or publication of information on this Site does not imply endorsement of a worker, product or service;
  - vii. access to the Site or Content may not be uninterrupted, virus free or error free;
  - viii. Bespoke Lifestyles will not be liable for any loss, liability or damage arising in any way in connection with this Site.

## **7. Intellectual Property**

- (a) You acknowledge that Bespoke Lifestyles and others own and reserve all intellectual property rights, including, but not limited to, copyright in the Content made available by Bespoke Lifestyles on this Site.
- (b) Except with Bespoke Lifestyles' 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.
- (c) You must not:
- i. decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from this Site or the Content;
  - ii. use any network monitoring or discovery software to determine the site architecture, or extract information about usage, individual identities or users;
  - iii. 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 Lifestyles;

- iv. use any Content or this Site to cause offence, harm, injury, hurt, damage or loss of any kind whatsoever to Bespoke Lifestyles or to any other person;
- v. modify, mimic or copy the layout of this Site or any computer software or code contained in this Site.

#### **8. Permission to use Content**

- (a) Notwithstanding the restrictions in clause 7 and subject to the terms of the licence granted to you under clause 3(b), you may make temporary electronic copies of the Content that are necessary to browse this Site and may download, print and edit Content from this Site for Non-Commercial Use, provided that you do not remove any copyright or trade mark notices contained on or in any Content.
- (b) Non-Commercial Use means use that is for personal use only and not for monetary reward, nor use for sale, resale, loan, transfer, hire or any other form of commercial use.

#### **9. 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 Lifestyles.
- (b) Bespoke Lifestyles is not responsible for any material contained on those websites and makes no warranties and accepts no liability in relation to material contained on those websites.

#### **10. Confidentiality**

- (a) You agree that Bespoke Lifestyles may store certain information on your computer including, without limitation, cookies, that assists or enables Bespoke Lifestyles to provide access to this Site.
- (b) For workers publishing Profile Content on The Connections Hub - You confirm that the information you provide to Bespoke Lifestyles or upload to the Site is not confidential and you expressly authorise Bespoke Lifestyles, through the Site, to publish and disseminate any information, including Profile Content, without restriction.
- (c) For subscribers and all other Site users – If you notify Bespoke Lifestyles in writing that any information (including Personal Information as defined in clause 11(a)) is of a confidential nature, then Bespoke Lifestyles will keep such information confidential and not disclose it to others except to those of its staff, contractors and advisors as need to know, or where required by law or with your permission.

#### **11. Privacy**

- (a) (“Personal Information”) means information or an opinion about an identified individual or an individual who is reasonably identifiable, whether true or not, and whether recorded in a material form or not. .
- (b) Bespoke Lifestyles will comply with its obligations under the *Privacy Act 1988* (Cth) in relation to Personal Information it has access to in relation to the Site.
- (c) Bespoke Lifestyles will deal with Personal Information in accordance with the Bespoke Lifestyles Privacy Policy, which can be accessed here: [https://www.BespokeLifestyleslifestyles.org.au/wp-content/uploads/2017/06/BESPOKE\\_LIFESTYLES-PRIVACY-POLICY-2019.pdf](https://www.BespokeLifestyleslifestyles.org.au/wp-content/uploads/2017/06/BESPOKE_LIFESTYLES-PRIVACY-POLICY-2019.pdf)
- (d) Bespoke Lifestyles provides notice and you agree that your Personal Information will be collected, used, copied, transmitted, stored and disclosed for the following purposes:
  - i. For managing the Site (including managing access to the Site, modifying content, keeping content current, storing records of content, removing errors or outdated Content, reviewing and analysing Site statistics);

- ii. For managing enquiries in relation to the Site, including disclosing Content or Profile Content to members of the public;
  - iii. For maintaining and updating the Site by Bespoke Lifestyles staff and contractors (including IT contractors);
  - iv. For internal management processes of Bespoke Lifestyles, including accounting and auditing processes, and includes disclosure to Bespoke Lifestyles' advisors for such purposes;
  - v. For reporting information to relevant funding bodies (including the Commonwealth Government and the NDIA); and
  - vi. For any other purpose associated with the above.
- (e) You agree to the disclosure of Personal Information outside of Australia for the purposes described in clause 11(d).

**12. General**

- (a) These Terms of Use will be governed by the laws of Queensland and each party submits to the exclusive jurisdiction of the Courts of that state.

