

Portal Terms of Use

The Civic Quarter portal located at portal.cqcanberra.com.au (**Portal**) is operated by CDC (ACT) Pty Limited (**we, us or our**).

Use of the Portal and any Information or services provided through the Portal is subject to the following terms and conditions and any additional terms and conditions, rules, disclaimers and notices displayed by us elsewhere on the Portal from time to time (together, **Terms of Use**). Certain words having a special meaning in the Terms of Use are defined in the Glossary section below.

By clicking on the “*I accept*” button at the bottom of this screen, you will be deemed to have accepted and agreed to be bound by the Terms of Use as updated from time to time. If you do not accept to be bound by the Terms of Use, please click “*I decline*” at the bottom of the screen, in which case you will not be able to access and use the Portal and any Information or services provided through the Portal.

1. Access and use of the Portal

The Portal is designed to provide a place where you can (amongst other things):

- discover the benefits of Civic Quarter (the **Building**);
- access local Canberra information;
- making a booking for the business centre located within the Building (**Bookings**);
- access certain benefits and discounts specified in the Portal on behalf of your organisation; and
- access certain other services made available through the Portal.

The Portal is made available only to tenants of the Building and their employees (together, **Authorised Users** and each an **Authorised User**). If you are not an Authorised User, we reserve the right to terminate your use of the Portal.

As a new user of the Portal, your username and password (collectively, the **Access Codes**) will have been sent to you to allow you to log into the Portal for the first time. Your Access Codes are personal to you. Other Authorised Users must have their own Access Codes. To help maintain security of the Portal, you must protect your Access Codes. You agree to:

- protect your Access Codes from being lost, stolen or disclosed;
- not record or provide your Access Codes electronically or physically in a manner that will allow someone else to obtain or use them;
- not give, show or tell your Access Codes to anyone, including workmates; and
- tell us as soon as you think or suspect that someone knows any of your Access Codes or that any of this Information has been lost or stolen.

In addition to the Access Codes, you will also need to use a Compatible Browser to be able to access and use the Portal. If you do not use a Compatible Browser, you acknowledge and agree that you may not be able to access and use the Portal. You agree that we are not liable for any loss or damage if you use or attempt to access the Portal without using a Compatible Browser.

Access to the Portal also depends on telecommunications and internet service providers and other external factors and we do not guarantee the availability of the Portal at all times or at any specific times.

While we will take precautions to ensure the Portal is secure, no data transmission over the Internet can be guaranteed as totally secure. Accordingly, we cannot ensure the security of any Information transmitted to, from or using the Portal and Authorised Users do so at their own risk.

When using the Portal, you must not do or attempt to do or permit any person to do any of the following:

- engage in any unlawful conduct;
- cause annoyance or inconvenience to any person including other Authorised Users; or
- disrupt the operation or security of the Portal or any third party systems or networks accessible through the Portal; or
- submit or distribute any material of any kind which contains a ‘virus’ or other malicious code.

2. Our rights

You acknowledge and agree that we may (in our discretion):

- make changes to the Portal and the Information and services provided through the Portal from time to time;
- monitor access to and use of the Portal by anyone (including Authorised Users);
- suspend any or all Authorised Users' (including your) access to the Portal at any time (including to perform scheduled and unscheduled maintenance); and
- cancel or terminate your access to the Portal, including if we believe:
 - you have breached the Terms of Use; or
 - you are no longer eligible or authorised to access the Portal, including if you cease to be an Authorised User.

3. **Material submitted by Authorised Users**

If the Portal allows users to submit, upload, post and/or transmit content or material such as text, photos, images, audio and video (including links to content or material) (**Material**), then this Section 3 will apply.

Authorised Users are responsible for any Material they submit to, on or through the Portal and must respect the legal rights and sensibilities of other Authorised Users.

We reserve the right to (but have no obligation to) review, remove, modify, deny access to or not display any Material submitted, uploaded, posted or transmitted to, on or through the Portal in our sole discretion.

By submitting, uploading, posting or transmitting Material to, on or through the Portal, Authorised Users:

- grant us a royalty free, perpetual, worldwide licence to (and to authorise others to) use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and display such Material for the purposes of operating the Portal and providing any associated services to Authorised Users and for our promotional purposes;
- consent to us using and publishing (and authorising others to use and publish) their name, character, likeness, image, voice or anything else that identifies them which is contained in the Material for the above purposes;
- grant other Authorised Users a royalty free, perpetual, worldwide licence to use, copy and reproduce such Material for their own private, non-commercial use;
- warrant that they are legally entitled to submit, upload, post or transmit the Material to, on or through the Portal and have obtained all necessary licences, consents and approvals in relation to the Material (including intellectual property licences and in relation to the use of any name, character, likeness, image, voice or anything else that identifies any person that is included in the Material) to enable them to submit, upload, post or transmit the Material to, on or through the Portal and to permit us and other Users to deal with the Material in accordance with the licences granted above; and
- consent to any act or omission that would otherwise infringe their moral rights in the Material and present and future rights of a similar nature conferred by statute anywhere in the world.

Authorised Users must not submit, upload, post or transmit Material to, on or through the Portal that:

- is offensive, unlawful, defamatory, false or misleading, discriminatory, unsuitable for minors or of an abusive, obscene, offensive or menacing nature;
- contains nudity, swear words or excessive violence;
- is reasonably likely to offend another User;
- contains advertising or is otherwise submitted, uploaded, posted or transmitted for commercial purposes;
- violates or infringes (or the use of which violates or infringes) the intellectual property or other rights of any person or entity;
- contains personal Information of any person (such as name, address, email address, phone number), except with the relevant person's permission; or
- contains professional advice.

We do not warrant that Material submitted, uploaded, posted or transmitted by Users will be protected against misuse by third parties. In particular, we are not responsible for the infringement of the copyright in Material by users of the Portal (including Authorised Users).

We are not responsible for, and accept no liability with respect to, any Material submitted, uploaded, posted or transmitted to, on or through the Portal. The views and opinions expressed in Material posted by Authorised Users on the Portal are the views and opinions of the authors and do not necessarily represent our views or opinions. We do

not endorse or support any views or opinions posted by Authorised Users on the Portal or guarantee the accuracy, completeness, currency or suitability of any Information posted by Users.

4. **Bookings**

You may use the Portal to make Bookings.

Whilst we will use our reasonable efforts to make sure the booked room(s) and/or facilities (as applicable) which are the subject of the Booking you make through the Portal, circumstances may arise where such booked room(s) and/or facilities (as applicable) may not be available on the day and/or time for the Booking. Where you have made a payment for the Booking and the booked room(s) and/or facilities (as applicable) are not available for any reason on the day and/or time for the Booking (**Unavailability**), we will refund the payment to you. The preceding sentence sets out your sole and exclusive remedy for any Unavailability.

Please note that Bookings through the Portal are facilitated through a third party intermediary and a payment gateway of another third party is used to process credit card transactions for Bookings. By making Bookings through the Portal, you agree to comply with the terms and conditions of each such third party, as linked or set out in the Portal during the Booking process.

Whilst payment for Bookings will be received by us or our affiliates, we are not responsible for any failures, actions or omissions by the above-mentioned third parties (including their products or services). However, if you do experience any issues related to those above-mentioned third parties during or as a result of the Booking process, please contact us and we will attempt to resolve the issues.

5. **Disclaimer**

The Portal is provided to you on an 'as is' basis.

To the maximum extent permitted by law but subject to the last paragraph in this Section, we give no express or implied warranties or guarantees, and make no representations, in relation to the Portal or any Information or services available through the Portal. In particular, we do not warrant or represent:

- your systems will meet the minimum requirements to enable use of the Portal;
- Information provided on the Portal is accurate, complete or suitable for any purpose;
- whether the use of the Portal or any part of it infringes any rights of any person (including but not limited to intellectual property rights and rights to confidentiality or privacy);
- the Portal and its services are free from any computer viruses or defects; or
- your access to the Portal and its services will be continuous or uninterrupted.

You acknowledge and agree that Information published on the Portal is intended to provide general information only, and that it is solely your responsibility to evaluate the accuracy, completeness and usefulness of the Information. To the maximum extent permitted by law but subject to the last paragraph in this Section, we exclude all liability for any loss or damage of any kind (whether direct, indirect, special or consequential or otherwise) arising from your use of or reliance upon, or any lack of availability or interruption to your use of, the Portal or any part of it (even if caused by our negligence).

Nothing in this document excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot lawfully be excluded or limited, including under the Competition and Consumer Act 2010 (Cth) and similar State or Territory legislation (**Non-Excludable Provision**). However, to the maximum extent permitted by law, our liability for failure to comply with any Non-Excludable Provision is limited (at our option):

- in the case of goods - to the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods required (as determined by us); or
- in the case of services - to the supplying of the services again or the payment of the cost of having the services supplied again (as determined by us).

6. **Our liability**

To the maximum extent permitted by law:

- we will not be liable for:

- any loss of profits, loss of revenue, loss of or damage to reputation or loss of business opportunity; and
- without limiting the preceding point, any consequential, indirect or incidental damages or loss; and
- our total liability to you, whether in contract, tort (including negligence), statute or otherwise, or in any manner related to the Terms of Use or the Portal is limited in the aggregate to \$100.

7. **Links to Third Party Sites**

The Portal may contain links to websites that are not operated or controlled by us (**Third Party Sites**). Those links are provided for convenience only and may not be current. The provision of a link should not be construed as an endorsement or approval of Third Party Sites by us.

Your use of or reliance upon the information or materials contained in Third Party Sites is at your own risk, and to the maximum extent permitted by law, we exclude all liability for any loss or damage of any kind (whether direct, indirect, special or consequential or otherwise) arising from your use of, or reliance upon Third Party Sites or such information or materials. You must ensure that you comply with any the terms and conditions applicable to your use of Third Party Sites or any products, services, information or other materials made available through Third Party Sites.

8. **Indemnity**

You indemnify us in relation to all loss and damage whatsoever which is suffered (including but not limited to indirect or consequential loss) by us, our affiliates and each of their and our personnel as a direct or indirect result of you acting inconsistently with or breaching any part of the Terms of Use, your use of the Information, or your access and use of the Portal.

9. **Copyright**

Copyright in the Information in or available on the Portal is owned by us or our licensors.

You may download Information from the Portal and print out that Information, but only for your own private, non-commercial use. Except as permitted by the *Copyright Act 1968* (Cth), no part of the Portal (including any Material posted on the Portal) may be reproduced, copied, published, framed, or transmitted in any form or by any means without our prior written consent. Requests for consent should be directed to us using the contact details below.

10. **Privacy**

Please refer to the [privacy policy](#) found within the Portal, which contains details regarding how we collect, use, disclose and handle your personal information.

11. **Termination**

If we cancel or terminate your access to the Portal for any reason, all restrictions imposed on you, licences granted by you and all disclaimers, limitations and exclusions of liability and indemnities set out in the Terms of Use will continue in effect after any such cancellation or termination.

12. **Changes to these terms and conditions**

We may amend these terms and conditions from time to time by posting the amended version on the Portal. Subsequent or continuing use of the Portal will constitute acceptance of any changes.

Where there are material changes to these terms and conditions that could in our reasonable opinion adversely affect you, we will notify you of the changes (which, for these purposes, may include notification when a User logs on to use the Portal or an email sent to your email address provided to us). If you do not agree to such changes, you must discontinue your access and use of the Portal.

If any part of the Terms of Use is or becomes void, it will not affect the validity and enforceability of the remaining provisions. The void part will be replaced by provisions that are valid and have an effect as close as possible to the effect of the void part.

13. **Jurisdiction**

The Terms of Use will be governed by the laws of New South Wales, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of New South Wales in the event of a dispute arising out of, or in connection with, any use of the Portal.

14. **Glossary**

In the Terms of Use:

Compatible Browser means:

- Chrome
- Firefox
- IE11
- Edge
- Safari
- Mobile Browsers IOS & Android

Information means any information, text, graphics, fonts, icons, software (including HTML code), screen layouts, audio, video, photographs, software, advertisements and other materials contained within or made available through the Portal, but excluding Material submitted, uploaded, posted and/or transmitted by users if the Portal.