

JumpStart Terms and Conditions

1. Your acceptance

- a. These are the terms on which Australian Indigenous Minority Supplier Office Limited trading as Supply Nation ABN 50 134 720 362 (referred to as Supply Nation, we, our or us) permits users (referred to as you or your) to:
 1. access and use the JumpStart website jumpstart.supplynation.org.au (Website) including using the services and functionality made available through the Website;
 2. view and interact with any content, information, communications, advice, text or other material provided by Supply Nation (Supply Nation Content) or any User Content (defined in clause 4(a)); and
 3. upload User Content to the Website and communicate with Supply Nation other users of the Website, (the Terms).
- b. You agree to be bound by these Terms when you use, browse or access any part of the Website.
- c. Supply Nation may from time to time review and update these Terms including to take account of new laws, regulations, products or technology. Your use of the Website will be governed by the most recent Terms posted on the Website. By continuing to use the Website, you agree to be bound by the most recent Terms. It is your responsibility to check the Website regularly for updated versions of the Terms.
- d. If you are a Member, Registered Supplier or Certified Supplier, your use of the Website is also subject to the Supply Nation Members Terms and Conditions (<https://supplynation.org.au/terms-and-conditions/members/>) or Registered and Certified Suppliers Terms and Conditions (<https://supplynation.org.au/terms-and-conditions/suppliers/>) respectively between you and Supply Nation.
- e. Certain terminology in these Terms start with capital letters. Unless the context provides otherwise, those words have the meaning given to them in the 'Definitions' or the body of these Terms.

2. Registration

- a. Although you may browse the Website without creating an account or providing your details, in order to access certain features and functionalities of the Website (such as to upload User Content) you must create an account (Account) by providing all of the information required, including by entering an Account password (Password), at registration.
- b. When creating your Account, you warrant that:
 1. all information and data provided by you in the registration of your Account is accurate, complete and up to date. You will promptly inform Supply Nation if there is any change to this information or data; and
 2. if you are creating an account on behalf of a company or other entity, you have the authority to enter in these Terms and legally bind the company or entity to these Terms.
- c. You may elect to change the Password at any time using the facility provided on the Website. You must immediately notify Supply Nation of any Password which is lost, inoperable, shared or used in an unauthorised manner.

- d. If you are uploading User Content which involves or contains images of or references to a person(s), you warrant that the person is aware and has consented to the use of that User Content in accordance with these Terms.
- e. You will be fully responsible for all acts and omissions of any person using your Password and Account, as if they were your own acts and omissions. You agree that you will not share, disclose, or permit disclosure of, your Password, let anyone else access your Account or do anything that would risk the security of your Account. Supply Nation will not in any event be liable for any loss, damage, claims, costs or expenses arising out of the use or misuse of your Password and Account, and you indemnify Supply Nation against all loss, damage, claims, costs or demands in this regard.
- f. You must notify us immediately if you become aware of any unauthorised access or use of your Account.
- g. You agree that if we disable or terminate your Account for any reason, you will not create another one without our permission, whether through the use of your own personal details or those related to you or created by you.
- h. We reserve the right to refuse registration of any Account, and to cancel any Account, at our sole discretion.

3. Appointment as Agent

- a. When you register an Account, we may provide certain services to you, which may include the promotion, marketing, support, publication of your User Content to Members, Registered Suppliers, Certified Suppliers and other third parties, within Australia (Representatives), either directly, through the Website, various social media and other media pathways or platforms, whether known now or developed in the future, whether with or without notice to you and in our absolute discretion (Services).
- b. You acknowledge and agree that Supply Nation may use your User Content in accordance with clauses 3(a) and 4(d) and may provide it to any Representative for the purpose of the Representative considering and potentially communicating and entering into an agreement with you in relation to a business or commercial opportunity.
- c. You acknowledge and consent to us promoting your User Content and facilitating and sourcing opportunities for you with Representatives.
- d. In the event that a Representative is interested in your User Content and wishes to engage in communications with you, we may contact you or the Representative may contact you directly through the information you have provided through to us through the Website or Account.
- e. The terms of any formal engagement with a Representative will be directly between you and the Representative. Supply Nation will not be a party to any, communications, negotiations or contract with you and a Representative and will not have any input or involvement in the formal engagement with the Representative.
- f. We do not endorse, recommend or advocate any of the Representatives. We do not make any representations, warranties, guarantee, condition or undertaking in relation to any Representative or that a Representative is appropriate, suitable or reliable.
- g. You acknowledge and agree that any Representative that you engage, communicate and liaise with is at your own risk and you must satisfy yourself as to the appropriateness, suitability and reliability of such Representative for your own purposes. You acknowledge that a Representative you choose to engage with has been assessed independently by you, without inducement or enticement by, and not with reliance upon any information or representation made by Supply Nation.

4. User Content

- a. When you use the Website, you may upload information, commercial or business opportunities, comments, contents, communications, text pictures, photographs, graphics or other material to the

Website only in accordance with the Supply Nation guidelines found at <https://supplynation.org.au/wp-content/uploads/2019/06/JumpStart-User-guide-IBs.pdf> (User Content).

- b. Any User Content you upload to the Website:
 - 1. may be accessed and viewed by Representatives and Supply Nation; and
 - 2. can be used by us in accordance with the licence terms set out in this clause 4 including to promote the Website.
- c. You agree to be solely responsible for any User Content that you upload to the Website. You warrant and represent that any User Content you upload to the Website will not violate these Terms.
- d. You retain all intellectual property rights in the User Content you upload to the Website. By uploading the User Content, you grant us a perpetual, non-exclusive, royalty free, irrevocable, transferable and worldwide licence (including the right to sub-license) to use, adapt, copy, communicate, reproduce, modify, display, exploit, publish, re-distribute, broadcast, transmit, create derivative works from and incorporate in other works, the User Content, at any time in the future in any form and for any purpose (including but not limited to promotion or advertising use in the future).
- e. You consent to your User Content being altered, edited or adapted by us for any reason including to ensure your User Content does not infringe these Terms. To the extent that you have any moral rights (pursuant to the Copyright Act 1968 (Cth)) in the User Content, by agreeing to these Terms, you provide an irrevocable and unconditional consent in favour of us, our successors, assignees, licensees and any other person authorised by any of them to use, modify or deal with your User Content (whether or not currently in existence) to:
 - a. perform, exhibit, reproduce, adapt and communicate any part of your User Content in any medium and anywhere in the world without attributing you or any other person as an author of or contributor to that User Content;
 - b. do any act or omission that would constitute a derogatory treatment of your User Content;
 - c. make any use of your User Content that may falsely attribute authorship of the User Content to another person;
 - d. delete or adapt or change any of your User Content in any way, including by addition to or subtraction from your User Content; or
- f. Where the User Content uploaded by you to the Website contains material from third parties, you warrant that you have obtained the moral rights consents described in clause 4(e) from such third parties.
- g. We may access or examine any User Content and at our discretion monitor, move, remove, block, modify, edit, refuse to upload or disable access to User Content which we consider, in our sole discretion, breaches any law, these Terms or is otherwise unacceptable.
- h. You acknowledge and agree that we:
 - a. have no responsibility or liability for the deletion or failure to store any User Content uploaded by you or any other user on the Website;
 - b. are not responsible for any User Content uploaded to the Website by you or any user nor under any obligation to monitor, move, remove, block, modify, edit, refuse to upload or disable access to it; and
 - c. do not endorse, recommend or advocate any User Content and we do not make any representations, warranties, guarantee, condition or undertaking in relation to any User Content.
- i. You represent and warrant that:
 - 1. you own the User Content or have the necessary licences, rights, consents and permissions to publish the User Content you upload on the Website;
 - 2. you have the right and power to grant the licence contained in clause 4(d) to us;
 - 3. the User Content uploaded by you:
 - A. will not infringe the intellectual property rights of any third party; and
 - B. is true and accurate; and

- 4. you will not upload User Content that will cause you to breach these Terms, in particular clause 6.
- j. You understand that we do not guarantee any confidentiality with respect to any User Content you upload to the Website.
- k. You acknowledge and agree that we are under no obligation to take legal action in relation to commencing, defending, enforcing, settling or compromising (as appropriate) any infringement, claim or action relating to your intellectual property rights in User Content

5. Website and Supply Nation Content

- a. The Website is owned and operated by or on behalf of Supply Nation. The Website is subject to change at any time without notice and may contain errors.
- b. The Supply Nation Content on the Website is for general information and promotional purposes only. Supply Nation does not warrant or make any representations as to any third party products or services described or referred to on the Website, including but not limited to any User Content. Any use of the Supply Nation Content, materials or information by another person or organisation is at your own risk.
- c. The Supply Nation Content on the Website is obtained and developed from a variety of sources including but not limited to collaborations with third parties and information provided by third parties under licence. Inclusion of Supply Nation Content on the Website is not an endorsement of any organisation, product, service or advice.
- d. All intellectual property rights, including copyright, in the Website and Supply Nation Content are owned or licensed by Supply Nation or any of its related entities. You must not copy, modify or transmit any part of the Website or Supply Nation Content.
- e. The Website may contain trademarks, logos and trade names of Supply Nation or third parties which may be registered or otherwise protected by law. You are not permitted to use any trademarks, logos or trade names appearing on the Website.
- f. Supply Nation grants you a non-exclusive and non-transferable licence to use the Website for your own personal use, subject to the restrictions specified elsewhere in these Terms. It is not to be otherwise used for commercial exploitation.
- g. If you have a complaint regarding any Supply Nation Content or User Content, Supply Nation's sole obligation will be to review any written complaint notified to it and, if it sees fit, in its sole discretion, to modify or remove the particular Supply Nation Content or User Content.

6. Prohibited uses

You agree that in accessing and using the Website, you will not engage or attempt to engage in any activities that:

- a. download (other than page caching) or modify the Website or any portion of the Website;
- b. impersonate or falsely claim to represent a person or organisation;
- c. are commercial, including selling, marketing, advertising or promoting goods or services except as expressly permitted elsewhere in these Terms;
- d. post, link to, or otherwise communicate or distribute any misleading or deceptive, inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information, or otherwise use the Website in a manner which is unlawful or would infringe the rights of another person including any intellectual property rights;
- e. post, link to, or otherwise communicate or distribute any material or information that we deem inappropriate;
- f. bypass (or attempt to bypass) any security mechanisms imposed by the Website;
- g. deletes or alters or attempts to delete or alter attributions, legal notices, trademarks or copyright marks on any material contained in the Website; or

- h. knowingly posts or transmits or permits the posting or transmission of any material, which contains a computer virus or other harmful data, code or material.

7. Links and advertisements

- a. The Website may contain links to other websites. We have not reviewed all of the third party websites linked on the Website and are not responsible for and will not be liable in respect of their content or accuracy (including websites linked through advertisements). Supply Nation provides those links as a ready reference for searching for third party goods and services on the internet and not as an endorsement, support or sponsorship of those web sites, their operators, the goods, services or content that they describe.
- b. Facebook, Twitter, Instagram, YouTube and other third party websites which are linked to the Website, are not covered by these Terms, and may have their own terms and conditions and privacy policy. If you choose to access these third party linked sites, you do so at your own risk. Supply Nation is not responsible for and will not be liable in respect of the content or operation of those websites or any of the goods, services or content that they describe. Supply Nation is not responsible for and will not be liable in respect of any incorrect link to an external website.

8. Access and communication

- a. Subject to any applicable consumer guarantees provided for in the Australian Consumer Law, Supply Nation does not warrant that you will have continuous access to the Website.
- b. Supply Nation will not be liable if the Website is unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities, interruption in telecommunications supply or otherwise.
- c. Supply Nation does not guarantee the delivery or security of communications over the internet as such communications rely on third party service providers, and electronic communication (including electronic mail) is vulnerable to interception by third parties.
- d. Whilst Supply Nation takes reasonable precautions to protect information transmitted via the Website, Supply Nation cannot and does not guarantee the security or confidentiality of these communications or the security of the Website.
- e. Supply Nation does not provide, and has no control over, communications, networks or services, the internet or other technology required or used across the Website and accepts no responsibility for any direct or indirect loss in any form associated with them, whether due to congestion, technical malfunction, viruses or otherwise.

9. Marketing

- a. We may contact you from time to time to provide you with information, advertisements, marketing material, promotional material or other similar material that may be of interest to you in respect of our products or services we may offer our customers.
- b. By accepting these Terms, you consent to us using your details to contact you in respect of such information, advertisements, marketing, promotional material or other similar material. If you do not wish to receive marketing, advertisements, promotional material or other similar material from us, you may opt out by contacting info@supplynation.org.au.

10. Privacy

- a. Any personal information submitted by you (whether personal information of you or another individual which you have the necessary consents to provide) to Supply Nation is subject to and will be handled in

accordance with Supply Nation's Privacy Policy. The Privacy Policy forms part of these Terms and can be found at (<https://supplynation.org.au/terms-and-conditions/privacy-policy/>). You agree that, by using the Website, creating an Account or communicating with Supply Nation, you have read the Privacy Policy, understood its contents and consented to its requirements.

- b. You must not upload any personal information of another individual to the Website unless you first make them aware of Supply Nation's Privacy Policy and have their consent to upload such personal information.
- c. You acknowledge that if you contact a Representative through the Website, that Representative may collect, use and disclose your personal information in accordance with that Representative's privacy policy. If you contact these third parties, you do so at your own risk. Subject to the Privacy Act 1988 (Cth), Supply Nation is not responsible for and will not be liable in respect of any privacy practices of a Representative listed or advertised on the Website.

11. Indemnity

You will fully indemnify Supply Nation in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:

- a. any breach of these Terms by you;
- b. your unauthorised or illegal use of the Website or Supply Nation Content;
- c. your communications with Supply Nation or any Representative;
- d. your engagement with any Representative; or
- e. your use of third party websites linked to the Website.

12. Warranties, consumer guarantees and limitation of liability

- a. Subject to clause 12(b), any representation, warranty, condition, guarantee or undertaking that would be implied in these Terms by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law.
- b. Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law being Schedule 2 to the Competition and Consumer Act 2010 (Cth) (ACL) or any other applicable law that cannot be excluded, restricted or modified by agreement.
- c. To the fullest extent permitted by law, the liability of Supply Nation for a breach of a non-excludable guarantee referred to in clause 12(b) is limited, at Supply Nation's option, to:
 - 1. in the case of goods supplied or offered by us, any one or more of the following:
 - A. the replacement of the goods of the supply of equivalent goods;
 - B. the repair of the goods;
 - C. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - D. the payment of the cost of having the services supplied again.
 - 2. in the case of services supplied or offered by us:
 - A. the supplying of the services again; or
 - B. payment of the cost of having the services supplied again.
- d. Supply Nation will not be liable to you for any indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data, loss of reputation or loss of revenue (irrespective of whether the loss or damage is caused by or relates to breach of contract, tort (including negligence), statute or otherwise) arising in connection with the Website, the Supply Nation Content, all links to or from the Website or the goods and services advertised or referred to on the Website.

13. Termination of your access to the Website

- a. Supply Nation may at any time immediately terminate your access (including restricting access) to the Website or any feature of the Website for any reason (including due to your breach or alleged breach of these Terms) in its sole discretion and without prior notice.
- b. This clause 13 and clauses 5 (Website and Supply Nation Content) (other than 5(f)), 7 (Links and advertisements), 9 (Marketing), 10 (Privacy), 11 (Indemnity), 12 (Warranties), 14 (General) will survive termination of your access to the Website in accordance with paragraph 13(a) and will continue to the benefit of and be enforceable by Supply Nation.

14. General

14.1 Jurisdiction and law

These Terms are governed by and must be construed in accordance with the laws of the State of Victoria, Australia. You submit to the non-exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, their performance and subject matter.

14.2 Severability

Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.

14.3 Contacting us

If you have questions about the Website or these Terms, please contact us by clicking on the "Contact Us" button on the Website, and following the instructions from there.

15. Definitions

The meanings of the below terms used in these Terms are set out below.

Term	Definition
Registered Supplier	a current approved Indigenous business or registered supplier, approved and registered by Supply Nation as meeting the registration criteria.
Certified Suppliers	a current approved Indigenous business and certified supplier, approved and certified by Supply Nation as meeting the certification criteria.
Members	an organisation or entity that is an approved member of Supply Nation which seeks to procure products and or services from Certified Suppliers or Registered Suppliers.