

PIPE Infrastructure Collaborative Platform Terms

Infrastructure Collaborative Pty Ltd (**Infrastructure Collaborative**) provides a subscription service to its PIPE Infrastructure Collaborative Platform (**Platform**).

These Service Terms apply to the Platform and may be updated from time to time. By registering to use the Platform at <https://pipe.infracollab.com/signup>, accessing or using the Platform, you agree to these Service Terms and the Privacy Policy, as they exist at that time.

Infrastructure Collaborative may at any time (without prejudice to its other rights or remedies) immediately terminate or suspend your right to access any or all of the Platform if you fail to comply with the Service Terms.

A reference in these Service Terms to 'we', 'us' or 'our' means Infrastructure Collaborative. A reference to 'you' and 'your' in these Service Terms means the company or organisation that registers to access the Platform.

1 Account creation and access

- 1.1 By registering to use the Platform, you acknowledge and agree that your representative is agreeing on your behalf to be bound by these Service Terms and the Privacy Policy and you warrant that your representative has the authority to agree to these terms on your behalf.
- 1.2 You must ensure that all users of the Platform nominated by you (**Users**) also comply with these Terms of Service.
- 1.3 You must maintain the confidentiality of your username and password and, ensure that your Users maintain the confidentiality of their allocated username and password. You are responsible for all activities that are conducted through your account whether or not you have authorised such use.
- 1.4 You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account.

2 Use of Platform and content

- 2.1 The Platform and any content viewed or accessed through the Platform is for your internal business purposes only and must not be used for any other purpose. You must not, and must ensure that your Users do not, publish, adapt, reproduce, communicate to the public, distribute to third parties, offer for sale, license, create derivative works from, amend or make any other copy of any part of the content on the Platform without our prior written consent.
- 2.2 During your Platform subscription, we grant you (and each of your Users) a limited, non-exclusive, non-transferable licence to access the Platform and use the Platform content for your internal business purposes. Infrastructure Collaborative retains ownership of the intellectual property rights in the Platform and, except for this limited licence, no right, title or interest will be transferred to you.
- 2.3 You agree to use, and to ensure that your Users use, the Platform, including all features, functionalities and content, in accordance with applicable laws, rules and regulations, or other restrictions on use of the Platform or its content.

- 2.4 You and your Users may create, store or upload content using the Platform in relation to a nominated project (**Project**). This content can consist of data, information or materials uploaded or created by you or on your behalf or by your Users in connection with the use of the Platform, in relation to a Project (**Content**). You grant, and must ensure that your Users, grant us a non-exclusive, royalty-free, perpetual licence to
- (a) use, reproduce, modify and adapt the Content (with a right to sub-license) for the purposes of:
 - (i) providing and operating the Platform in relation to the Project;
 - (ii) informing Local, State or Federal Government Representatives, officials and politicians of the status and funding requirement of a Project; and
 - (iii) to provide advice, information and related services to third parties in relation to infrastructure projects, bottlenecks and opportunities in Australia; and
 - (b) make the Content available and sub-license to other subscribers of the Platform that are participating in the Project (**Other Subscribers**) for the purpose of accessing and using the Content for the purposes of carrying out the Project.

For the avoidance of doubt, the licence set out in this clause 2.4 continues after the end of your subscription for whatever reason.

- 2.5 You are solely responsible for maintaining appropriate backup of your Content. You warrant that you are the owner or authorised user of the Content and you must not, and must ensure that your Users do not, upload, transmit or distribute Content that breaches any law or regulation, infringes any third party rights, breaches confidentiality or privacy or is misleading or deceptive, inappropriate, defamatory, discriminatory, abusive, threatening, offensive, obscene, racially vilifying.
- 2.6 You acknowledge that, we make your and your Users' Content available to Other Subscribers over the Platform only for the purposes of the Other Subscribers carrying out the Project, it is the responsibility of the Other Subscribers to ensure that it and its nominated users do not misuse the Content. To the extent permitted by applicable law, we are not liable to You or Your Users for any misuse of any Content any Other Subscriber, or their nominated users.
- 2.7 We grant to you and your Users a non-exclusive, royalty free licence to use and reproduce (with no right to sub-license), only for the term of your subscription, content uploaded by Other Subscribers onto the Platform in relation to the Project (**Other Subscriber Content**), solely for the purposes of carrying out the Project. You must not, and must ensure that your Users do not, use or reproduce any Other Subscriber Content for any other purpose. You indemnify us for all loss, costs and damages arising out of or in relation to a breach of this clause 2.7

3 Payment

- 3.1 The subscription fee for the Platform is a set annually at \$5000 ex GST per Council fee.
- 3.2 The subscription fee will be charged to the payment method nominated by you upon registration (**Payment Method**) and will continue annually until you cancel your account. Unless you cancel your account 30 days before your billing date, you authorise Infrastructure Collaborative to charge the next year's subscription fee to your Payment Method.
- 3.3 The subscription fee for the Platform and any other charges you may incur in connection with your use of the Platform including taxes and any transaction fees, will be charged to your Payment Method on an annual basis on the first day of the calendar month following the date you first registered to use the Platform. Your payment date may change in certain circumstances, for example if your payment was unsuccessful or delayed for any reason.
- 3.4 Infrastructure Collaborative may use a third party payment service provider to process payments due to Infrastructure Collaborative and you may be required to agree to additional terms between you and the third party payment service provider in order to pay for and use the Platform.
- 3.5 If a payment is not successful including due to issues with your Payment Method (for example, expiration of your Payment Method or insufficient funds) and you do not update your Payment Method or cancel your account, Infrastructure Collaborative may cancel your account or suspend access to the Platform until payment has been received. You remain responsible for any outstanding payments owing to Infrastructure Collaborative and authorise Infrastructure Collaborative to charge any outstanding payments to your updated Payment Method.
- 3.6 Infrastructure Collaborative may change the subscription fee for the Platform from time to time and will provide you with at least 30 days' notice before the change to the subscription fee comes into effect. If you do not agree to the change in the subscription fee, you may cancel your subscription at any time before the end of your current annual billing period.
- 3.7 You may cancel your subscription to use the Platform at any time and you will continue to have access to the Platform through to the end of your annual billing period. To cancel, please email Pipe@InfraCollab.com.