

# Authentickated Subscriber Terms

## 1. Service

- 1.1 Community Builders Australia Pty Ltd ABN 97 131 987 703 (**we**) provides an online service that allows users (**Users**) to manage their access to a range of web services (**Subscriber Services**) with a single login and for subscribers (**Subscribers**) to verify attributes or credentials of Users who seek to access their Subscriber Services (**Authentickated Service**).
- 1.2 The Authentickated Service stores personal information regarding Users which may include their name, email address, mobile number, postal address, encrypted account password and social media accounts (**User Information**).
- 1.3 When a User logs into a Subscriber Service, the Authentickated Service will validate the User's login credentials and return to the Subscriber Service the current attributes and credentials of the User that either the Subscriber Service has previously submitted for that User or which the User is otherwise willing to share with that Subscriber Service (**Current User Information Notice**).
- 1.4 The Subscriber may retain part or all of a Current User Information Notice within the Subscriber Service, however it is the responsibility of the Subscriber to determine whether to update any information contained in a user record in that Subscriber Service with the information contained in a Current User Information Notice and the Subscriber acknowledges that any information stored in a Subscriber Service may become out of date with the User Information contained in the Authentickated Service.
- 1.5 The Current User Information Notice does not contain the User's password to the Authentickated Service and the Subscriber must not intercept or locally store the User's password for the Authentickated Service, whether in an encrypted form or otherwise. The Subscriber is, however, free to issue Users with passwords for the Subscriber Service should it wish to enable users to login without using the Authentickated Service.
- 1.6 We must store User Information in accordance with applicable laws, using standard industry security methods, and not use it for any purpose other than to provide the Authentickated Service or as otherwise authorised by the User or Subscriber.
- 1.7 If, from time to time, a User logs in to or is invited to log in to Subscriber Services provided by more than one Subscriber using the Authentickated Service, then we may enable the Subscriber to access and update their User Information in relation to all such Subscribers through one interface and using the same login credentials, however we must not use User Information to promote Subscribers or their goods or services to Users who have no such history with those Subscribers.
- 1.8 The Authentickated Service enables Users to easily view and update their details in one location and allow Subscribers to obtain the User's current User Information upon login, as described above. In future, we may enable the User to select which Subscribers it wishes to immediately update with the User's new information at the time the update is made, rather than on next login.
- 1.9 Subscribers are only entitled to access or receive User Information that relates to Users who have accepted an invitation to a Subscriber Service of the Subscriber and the User may be enabled to restrict what User Information is disclosed to each

Subscriber, except where that information is information provided by the Subscriber.

## 2. Subscription

- 2.1 The Authentickated Service is provided to Subscribers on these Authentickated Subscriber Terms, which incorporate our Online Service Terms.
- 2.2 You may apply to become a Subscriber on these terms by submitting an Order to us.
- 2.3 You will become a Subscriber upon our acceptance of your Order and will continue until either of us terminate your subscription in accordance with these terms.
- 2.4 We have no obligations to you under this Agreement until you are a Subscriber.
- 2.5 Either party may terminate your subscription after the expiry of any minimum term specified in the Order or Plan, on no less than 90 days written notice to the other.

## 3. Terms of Use

- 3.1 The Subscriber is responsible for all Subscriber Services and the Subscriber must ensure that the Subscriber Service communicates with the Authentickated Service using the methods and application programming interfaces published by us from time to time.
- 3.2 We must give you at least 90 days prior written notice before removing or modifying an application programming interface in a manner that would prevent a Subscription Service using an existing version of the application programming interface to continue operating in the same manner as previously.
- 3.3 You may use the Authentickated Service for up to the number of Users and Subscriber Services in your Plan. If you exceed these amounts we may automatically upgrade you to the next higher volume Plan on written notice to you.
- 3.4 You must not permit or facilitate access to the Authentickated Service or User Information by third parties who are not Users or Subscribers.

## 4. Branding

- 4.1 The parties may agree the name and logo to use for the use of the Authentickated Service by the Subscriber (**Co-Brand**), along with the Authentickated brand.
- 4.2 Unless agreed otherwise in writing, if this agreement is terminated each party must immediately cease using any of the Intellectual Property of the other comprised in the Co-Brand, such as the Authentickated trade marks, 'ID padlock icon' and/or domain name we may contribute to the Co-Brand.

## 5. Warranties

- 5.1 We warrant that we will perform our obligations under this Agreement using our reasonable skill, care and diligence.
- 5.2 Except as stated in clause 5.1, to the fullest extent permitted by law, we exclude all warranties or conditions (whether implied by statute, general law, custom or otherwise) or representations.

## 6. General

- 6.1 Termination of this Agreement for any reason does not affect the rights and obligations of either party arising prior to termination. Clauses 1.6, 3.4, 4.2, 5.2 and 6 survive termination of this Agreement.

- 6.2 The parties enter this Agreement as independent contractors. Nothing in this Agreement implies any relationship of employer and employee, principal and agent or partnership.
- 6.3 We may change or improve our Authentickated Service. We may amend the terms applicable to the Authentickated Service from time to time. We may notify you of changes to these terms or post a copy of the current terms at <http://www.communitybuilders.com.au/terms>. Your continued use of the Service constitutes acceptance of the amended terms.