

myMP Messaging Service Subscriber Terms

1. Service

- 1.1 Community Builders Australia Pty Ltd ABN 94 131 987 703 (**we**) provides an online service that allows users (**Users**) to communicate with members of parliament (**MPs**) by email or other electronic messaging services (**myMP Messaging Service**). The myMP Messaging Service also allows subscribers (**Subscribers**), to use the service to enable their own websites or applications to deliver messages to MPs through the platform, and to receive analytics and reports on those communications (**Subscriber Services**).
- 1.2 The myMP Messaging Service utilises an updated database of Australian State and Federal Parliamentary contact details and electoral boundaries. This database is updated monthly to reflect changes in address or portfolio.
- 1.3 The myMP Messaging Service stores personal information regarding Users which may include their name, email address, home address and information about their history of communication through the service (**User Information**).
- 1.4 A Subscriber may customise both the default content and intended recipients of a message to be sent from a user through their Subscriber Service.
- 1.5 Unless the Subscriber Service specifies otherwise, the recipients of a message will be determined automatically based on the User's address and the State and/or Federal electorate in which that address is located in the electorate database.
- 1.6 To reduce spam, prior to sending an email message to an MP we may send a message to the email address provided for the sender of that message with a link for that user to click to confirm that user's intention to send the message (**Email Confirmation**).
- 1.7 The Email Confirmation may include a link to our User Terms and Conditions, which the User will be acknowledging that they accept by clicking on the confirmation link.
- 1.8 After a message is sent through the myMP Messaging Service, the User will be sent an email confirming that the message has been sent (**Delivery Confirmation**).
- 1.9 When a recipient loads images or clicks on a link in a message sent by the myMP Messaging Service, the User who sent that message will receive an email, confirming that the message has been read (**Read Receipt**).
- 1.10 The Email Confirmation, Delivery Confirmation and Read Receipt may include Subscriber branding.
- 1.11 The Delivery Confirmation and Read Receipt may also include custom links to help Users share their use of the myMP Messaging Service or Subscriber Service with others by social media or email.
- 1.12 Messages sent to MPs through the myMP Messaging Service do not include Subscriber branding, to avoid those messages being treated as a bulk mail or petition that may not receive the same level of attention as a personal message.
- 1.13 For any messages sent through a Subscriber Service, the Subscriber may opt to receive copies of the Email Confirmation and Read Receipts, or to receive monthly reports which include a summary of the same information.
- 1.14 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 myMP Messaging Service or as otherwise authorised by the User or Subscriber.

- 1.15 Subscribers are only entitled to access or receive User Information that relates to Users who have submitted information through their Subscriber Service and the User may be enabled to restrict what User Information is disclosed to each Subscriber.
- 1.16 The Subscriber may retain any or all of the information submitted through a Subscriber Service.

2. Subscription

- 2.1 The myMP Messaging Service is provided to Subscribers on these myMP Messaging 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 myMP Messaging 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 myMP Messaging Service for up to the number of messages per month 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 myMP Messaging Service or User Information by third parties who are not Users or Subscribers and must ensure that all users of a Subscriber Service accept responsibility for the messages sent through a Subscriber Service at their request, and indemnify you and us for all messages sent through a Subscriber Service at their request.
- 3.5 You acknowledge and agree that we may limit the volume of messages sent through a Subscriber Service or sent from a particular User or address, or take other reasonable steps to limit or prevent the abuse of the myMP Messaging Service, however we have no obligation to do so.

4. Branding

- 4.1 Unless provided otherwise in your Plan, your Subscriber Services must display the text "Powered by myMP" in conjunction with any form that collects data to submit to the myMP Messaging Service. We may specify a link that must be opened in a new window if a user clicks on this text. You may request amendments to the

standard text that appears on this page, which we must promptly review and apply unless we have reasonable grounds for refusing the amendments. We must give you no less than 30 days prior written notice to any changes proposed to the text of this page.

- 4.2 If you do not specify that messages sent through your Subscriber Service are private, or should not be promoted by us, we may promote messages submitted from your Subscriber Service, including on the myMP website, and we may include the logo and or name of your Subscriber Service together with a link to that Subscriber Service preceded by the words "Sent through", "via" or words with similar meaning.
- 4.3 If this agreement is terminated:
 - (a) you must immediately remove any branding or reference to the myMP Messaging Service from the Subscriber Services; and
 - (b) we must immediately cease using any of your branding supplied to us in connection with this Agreement, except in relation to any messages previously submitted through a Subscriber Service.

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 1.14, 1.16, 3.4, 4.3, 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 myMP Messaging Service. We may amend the terms applicable to the myMP Messaging 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.