



## Terms of Use

In taking the Biosecurity Business Pledge Australia (**the Pledge**) and becoming a member of the National Biosecurity Network (**the Network**), you agree to be bound by these Terms of Use. These Terms of Use form a legally binding agreement between you and the Commonwealth of Australia (acting through the Department of Agriculture, Fisheries and Forestry) (**the department**).

The department reserves the right to amend these Terms of Use at any time with reasonable notice. Any amendment will take effect immediately upon publication on this website. Your continued access and use of the Network Resources constitutes your acceptance of the Terms of Use as modified.

## Eligibility

Membership is available to any Australian business or organisation that submits an application and agrees to take the Pledge. In taking the Pledge, a member agrees to contribute to Australia's national biosecurity system by implementing proactive biosecurity measures in their operations and supply chains.

All membership applications are subject to approval by the department. The department reserves the right to refuse membership to any business or organisation.

If your membership application is approved, then the business or organisation will also automatically become a member of the Network.

## Membership benefits

Members are entitled to access content on the Pledge webpage and may also be provided with resources directly from the department – including the branding materials for the Pledge (**Pledge Resources**).

The department may change the Pledge Resources (including amending or removing any content) at any time.

In using any Pledge Resources, a member must not represent that their business or organisation is endorsed by the department.

## Publication of members list

The department may publish a members list on the Pledge webpage.

If a member would like their membership to be recognised on the Pledge webpage, then the member must provide the department with an electronic, high-resolution copy of their corporate logo (including their name) – the **Member Logo**.



In providing the Member Logo, the member:

- a. grants the department a non-exclusive, revocable, royalty free, worldwide licence to publish their Member Logo on the Pledge webpage for the sole purpose of acknowledging their membership. This licence will immediately terminate when the business or entity is no longer a member of the Network.
- b. warrants that the department's use (in accordance with the licence) will not infringe the intellectual property rights of any person.

### **Disclaimer**

Please read our [full disclaimer](#) on the [www.biosecurity.gov.au](http://www.biosecurity.gov.au) website.

Additionally, members release the department from all liability for loss or damage arising from reliance on any Pledge Resources that may be provided to them directly.

### **Intellectual property rights**

Unless otherwise indicated, the department owns all intellectual property rights in the Pledge Resources.

The department grants each member a non-exclusive, revocable, royalty free, worldwide licence to use, reproduce and communicate all Pledge Resources for the sole purpose of promoting their membership to the Network and the Pledge.

This licence will immediately terminate when the business or entity is no longer a member of the Network.

### **Indemnity**

Each member agrees to indemnify and hold the department harmless from any claim or demand (including legal fees) made by any third party arising out of, or in connection with, a member's use of the Pledge webpage, the Pledge Resources or breach of these Terms of Use.

### **Privacy**

Personal information collected in the Network membership application form will be handled in accordance with the department's obligations under the *Privacy Act 1988* (Cth). For more information on how the department collects, uses, stores and discloses personal information, please see the department's full Privacy Policy [here](#).

### **Termination or suspension**



The department may terminate or suspend a business or organisation's membership immediately, by giving written notice, if:

- a. the member breaches these Terms of Use; or
- b. the department considers that the member's conduct is inconsistent with the objectives of the Pledge.

On termination or suspension of a business or organisation's membership, the member must:

- a. cease to use, reproduce or communicate any Pledge Resources; and
- b. cease to represent themselves as a Network member.

### **Severability**

As far as possible, all provisions in these Terms of Use will be construed so as not to be void or otherwise unenforceable.

If anything in their Terms of Use is void or otherwise unenforceable then it will be severed and the rest of the Terms of Use will remain in force.

### **Governing law**

The Terms of Use are governed by the laws of the Australian Capital Territory, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.