



MAINSTREAM Community Website Terms of Use

Provided by MStream Community Pty Ltd

Updated version: 31.03.2023

The MAINSTREAM Community (MStream Community Pty Ltd) Website Terms of Use ("Terms of Use") are defining the conditions under which you may access and use the Community Website and all the functionalities provided (hereinafter designated together the "Service").

By accessing or using the Service or by logging into with your allocated User ID, you agree to be bound by these Terms of Use. The User undertakes to have legal ability and means required to access and use the Service and acknowledges to have read, understood and accepted without limitation or reservation the Terms of Use, which apply in addition to the Privacy Policy.

Please review these Terms of Use carefully prior to using the Service. If you do not agree with these Terms of Use, please do not use the Service.

1. Legal notice

The Service is provided by MSTREAM Community Pty Ltd ABN 71 070 145 247

E-mail: hello@maintstreamcommunity.com

Address: Suite 23, 1 Bradly Avenue, Kirribilli, NSW, Australia

Phone number: +61 2 9955 7400

ABN: 71 070 145 247

Hosting: Google Cloud Platform

Company located at Gordon House, 4 Barrow St, Dublin, Ireland

Registered in the Dublin Trade and Companies Register under the number: 752925594

Phone number: +353 1 436 1000

2. Definitions

Community Website: the online platform named MAINSTREAM Community edited by Hivebrite and provided by MStream Pty Ltd, allowing User to benefit from the Service.

User Account: means a dedicated online account opened by any visitor and providing access to the Service.

Identifiers: means login and password or social login the User used to create the User Account.

Party or Parties: means the User and MAINSTREAM Community designated either individually or collectively.

Service: means the MAINSTREAM Community Website and all the functionalities provided thereto and described in the Terms and Conditions.

Service Content: any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, works of authorship, applications, links, and other content or materials made available during the Service.

User or Users: means any person authorized by MAINSTREAM Community to access and use of the Service after creation of a User Account.

User Content: any content created, posted, or shared by the User, on or through the Service including any information, data, photos and other content relating to the User.

3. Term

The Terms of Service will come into effect on first access to the Service for the entire duration of use.

4. Description of the Service

The Service enables Users to connect with each other, build communities, or also do networking. The Service comprises a suite of online services provided by MAINSTREAM Community, allowing the User to:

- Connect with people of other organisations, groups, businesses the User is interested in:
 - **Live feed:** allows Users to have access to a newsfeed aggregating contents posted via the application. They can comment on the posts.
 - **Recommend:** allows Users to suggest someone to be invited by the admin.
 - **Geolocation:** allows Users to be located via their device in order to know who is near them.
 - **Mentoring:** allows Users to declare themselves mentors in specific domains so they can be contacted by users wishing to be mentored.
- Communicate with others by sharing content such as status, photos, videos, sending private messages, as well as creating events, groups, or projects.
 - **Directory:** provide with the contact details of other Users.
 - **Private messages:** allow Users to discuss by private messages.
 - **Projects:** allows Users to create a project.
 - **Groups:** Users can be part of groups with all the features of the application.
 - **Event organization:** allows Users to create events.
- Ensure the safety and integrity of the MAINSTREAM Community Website with a **reporting tool** allowing the Users to signal contents and other Users.
- Stay up to date with news about MAINSTREAM and activities in the Community Website:
 - **Email campaign:** the User can receive emails campaigns from MAINSTREAM Community

- o **Notification:** Users that have agreed can receive notifications sent by MAINSTREAM Community
- o **Media center:** Users can upload files that are stored in the Community Website.

These Terms of Service govern the use of each component of the Service.

5. Access to the Service

Access to the Service shall be subject to the creation of a User Account.

The Service is available on the website <https://member.mainstreamcommunity.com/>

5.1. Requirements for the access to the Service

The User must ensure to has (the “User’s System”):

- The ability and means required to access the Services and to use it;
- The appropriate hardware (computer, smartphone...) and operating software and shall carry out the responsibility of the maintenance and the security;
- An Internet access from any access provider of the User’s choice;
- An adapted configuration of the browser.

Users shall bear all the costs for accessing the Service.

5.2. Creation of the User Account

This shall require the entering of personal identification data through the online registration form accessible at the following address: <https://member.mainstreamcommunity.com/>

The User shall enter user identification data such as [name, surname, allocated user ID and email] and is invited to choose its Identifiers.]

The User agrees to provide only accurate and complete information when creating or updating his/her Account information.

5.3. Access modalities

In order to benefit from the Services, the User must log-in via <https://member.mainstreamcommunity.com/> to create the User Account. Identifiers are personal and confidential. Users are responsible for keeping it secret and not disclose it to any third party in any form and for any reason whatsoever without prior consent.

The User’s login can only be changed at the request of the User or at the initiative of MAINSTREAM Community. The User’s password is modifiable by the User through the User’s Account. The User is solely

and entirely responsible for the use of the User's Identifiers and undertakes to do everything possible to keep it secret and not to disclose them to anyone, in any form whatsoever and for any reason whatsoever. If the User forgets her/his password, the User can generate a new one by clicking on the link "Reset my password" available <https://member.mainstreamcommunity.com/users/password/new>

The User is solely responsible for the activity that occurs on its User Account and will be responsible to keep its Identifiers secure and for the use of his Identifiers by third-parties or for any actions or declarations made through his User Account, whether fraudulent or not, and guarantees MAINSTREAM against any request in this respect.

If the User has reason to believe that a person is fraudulently using identification elements or his User Account, she or he must immediately inform MAINSTREAM Community by e-mail at the following address hello@mainstreamcommunity.com.

The User is solely responsible for the improper access, damage, disruption, loss or theft and adverse consequences caused by its breach of the confidentiality of the Identifiers. In case of loss, misappropriation or unauthorized use of its password, the User shall immediately notify MAINSTREAM Community.

Users may not use another's account without permission. A User Account may not be shared, transferred, or sold to other parties, nor are they to be used by or made available to any person or entity except the registered user.

6. Cost of the Service

The Service is available for free of charge (excluding any connection costs, whose price depends on your electronic communication service provider).

7. Intellectual property

7.1. Company's ownership

The Service and the Service Content belong and shall remain the property of MAINSTREAM Community (MStream Community Pty Ltd) or its licensors as appropriate, and is protected by copyright, patent when applicable, trade secret and other intellectual property laws.

The User shall not acquire any of such rights title and interest (including, without limitation, all intellectual property rights such as copies, modifications, extensions and derivative works thereof) save as otherwise expressly set out in this Article 7.2 and the User shall take all necessary measures to this effect. All rights not expressly granted to Users are reserved and retained.

Any reproduction, representation, distribution, modification, adaptation or translation of these various Service Content, in whole or in part, in any form and current or future medium is strictly prohibited, except within the limit of the Terms of Service or with prior express authorization of MAINSTREAM Community. Any use of these Service Content not expressly authorized by MAINSTREAM Community shall constitute a violation of the Terms of Use and a violation of intellectual property rights.

Except as specifically permitted by these Terms of Use, User may not use or register any name, logo, brand or insignia of MAINSTREAM Community or any of its schools or subdivisions for any purpose except with MAINSTREAM Community prior written approval and in accordance with any restrictions required by MAINSTREAM Community. These are the property of MAINSTREAM Community or are subject to rights to use, duplicate or represent/communicate to the public that have been granted to such.

MAINSTREAM Community is the producer of databases on the Community Website and MAINSTREAM Community is the owner of any databases made available. The User shall not extract or reuse a substantial qualitative or quantitative portion of the databases, including for private purpose.

7.2. User's right of use

MAINSTREAM Community grants the User a limited, non-exclusive, non-transferable, and revocable license to use the Service for User's personal, non-commercial purposes. The User may only use the Community Website on devices that User owns or controls. User may use the Service and the Service Content only in the manner and for the purposes specified in these Terms of Use. Except as specifically permitted by these Terms of Use, User may not modify, transmit, produce, distribute, display, sell, license, broadcast, or otherwise make available in any form or by any means any part of the Service or the Service Content without the express written permission of MAINSTREAM Community.

In connection with the use of the Services and Service Content or User's Content, the User is not authorized to, or cannot allow a third party to:

- violate any applicable laws, rules or regulations, notably cause damage or injury to any person or property, infringes any rights of third parties including but not limited to any intellectual property rights and privacy rights or perform any other illegal, harmful or fraudulent activities;
- probe, scan, or test the vulnerability of any system or network;
- remove, circumvent, disable, damage or otherwise interfere with any security measures of any network, computer or communications system, software application, or network or computing device;
- attempts to connect without permission and/or damage, in any way whatsoever, any users, hosts or networks;
- disturb, hamper, interfere or interrupt the access to or operation of the Service and Service Content including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.

8. User's undertakings

The User represents and warrants that she or he retains ownership of all of his intellectual property rights in the User Content or that this User Content is subject to a license granted to the User by a third party holding these rights, under conditions allowing the User to freely use and/or transfer these elements for the purpose of using the Service, under the conditions described in the Terms and Conditions. MAINSTREAM Community does not claim ownership of the User Content.

The User holds MAINSTREAM Community harmless from all claims or actions brought by third parties on the grounds of an infringement of their rights, including, without limitation, publicity rights, copyrights, trademark and/or other intellectual property rights or privacy rights in the User Content.

By using the Service, the User represents and warrants that she or he has the legal right and capacity to enter into these Terms of Use in the User's jurisdiction.

The User warrants to be at least 18 years of age or older, or possess legal parental or guardian consent, and is fully competent, to use the Service and to enter into and comply with these Terms of Use.

9. User's rules of conduct

User may not post content which includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, misleading, libelous, slanderous, violent, hateful and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker ("Objectionable Content") via the Service.

User may not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and must not post private or confidential information via the Service, including, without limitation, the User or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.

User must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

User must not attempt to restrict another User from using or enjoying the Service and must not encourage or facilitate violations of these Terms of Service.

User may only make non-commercial uses of the Service and Service Content. Use of Service or the Service Content for any commercial, public or political purpose is strictly prohibited. Prohibited activities include, but are not limited to: (1) activities that are illegal or fraudulent; (2) use that inaccurately implies endorsement, approval, or sponsorship by MAINSTREAM Community (or any individual officer or employee of MAINSTREAM Community); (3) use that can be confused with official communications of MAINSTREAM Community or its officers or employees; and (4) print or electronic mass mailings (sometimes known as "spamming"), solicitations for commercial services.

See Code of Conduct under separate cover.

10. Reporting and moderation

In order to ensure the MAINSTREAM Community Website provides the best experience possible for everyone, if a User sees any inappropriate content, she or he must use the "Report as offensive" feature found under each post.

MAINSTREAM Community has no general obligation to monitor User Content nor to investigate whether facts or circumstances are revealing illicit activities. MAINSTREAM Community has set up a reporting channel allowing any User to notify illegal, abusive and harmful content.

The knowledge of such content is deemed effective when the hosting provider is notified of following:

- The notification date;
- The notifying User identity;
- The description of the facts in contention (possibly with screen shots of the content);
- As well as the reasons for which the content must be removed.

If a User Content is reported, MAINSTREAM Community reserves the right to withdraw the reported content and/or suspend or terminate the User Account of the User having originally published the reported content in the conditions set forth in Article 11.2.

11. Termination, suspension, or revocation of access

11.1. Deletion of the User Account by the User

At any time, the User may delete its User Account by contacting MAINSTREAM Community at the address or email address mentioned in Article 15.

Deletion is effective immediately and all the data collected upon the subscription as well as the content published by the User on the Community Website is deleted after a period necessary to effect the deletion.

11.2. Suspension or termination of the User Account by MAINSTREAM Community in case of breach of the Terms of Use

MAINSTREAM Community retains the right to suspend User's access to the Service to make all investigations necessary following a report made pursuant to Article 10 or in case of presumed breach of Terms of Use which may be remediated. The User whose User Account is suspended will be informed by MAINSTREAM Community of such a decision by email. The User has the possibility send an email to MAINSTREAM Community to obtain additional information on the reasons for the suspension as well as to provide explanations and/or any element in order to demonstrate that the breach has been remediated. If the violation of Terms of Use is not remedied within one (1) month from suspension notification, MAINSTREAM Community reserves the right to terminate the applicable User's Account and right to use the Service, in addition to any other rights or remedies available.

11.3. Deletion of inactive User Account

MAINSTREAM Community will delete inactive accounts after a continuous period of two (2) years the User has not used the Community Website. The User will be informed by email of the deletion of his or her account subject to prior notice of <two (2)weeks> allowing the User to object to such deletion.

12. Privacy; Confidentiality

By using the Service, User's personal data, in the meaning of Data Protection Law, may be collected and processed by MAINSTREAM Community in compliance with the MAINSTREAM Community Privacy Policy and the Cookie Policy, (collectively, "Privacy Policies").

MAINSTREAM Community will treat User Content as confidential information in accordance in accordance with these Terms of Use and the Privacy Policies.

13. Limitation of Warranty and Liability; Indemnification.

MAINSTREAM Community is not responsible for the User's device compatibility nor if the User is unable to connect due to any technical problem related to the Internet network or a failure in the User's computer facilities and equipment.

MAINSTREAM Community shall not be responsible for User's System nor any problems arising from or related to User's System or caused by the Internet. User is responsible for the security of the User System and the security of its access to and connection with the Services.

Insofar as it has not been reported in the conditions of Article 10, any document, information, data, or elements available via the Service, including User Content ("Information") is provided without any guarantees, notably that the Information is comprehensive or accurate.

The User is solely responsible for the use of the Information and bears all the risks arising from your reliance on this Information. The Information is provided on the condition that the User can determine its interest for a specific purpose before use. Under no circumstances MAINSTREAM Community accepts liability for injury arising from reliance on the said Information, its use or use of a product to which it refers.

The User is solely responsible for all User Content posted, and assumes all risks relating to its use by others and others' reliance on its accuracy. The User acknowledges that, following the publication of the any content, its information will become accessible to all the Users on the Community Website and that as such, same information will be published, modified, translated, reproduced in any form and accessible, saved and reproduced by other Users and MAINSTREAM Community. MAINSTREAM Community will have no responsibility or liability in connection with the User Content.

MAINSTREAM Community expressly excludes any liability for events of any kind that may occur during any meeting organized between Users within the use of the Services.

14. Hypertext links

The Community Website may provide links to websites operated by third parties or other internet sources/networks, as well as data/information coming from third-party servers. MAINSTREAM Community does not endorse or accept responsibility for the content or the use of third-party websites and cannot be held liable for any damage following or in relation with use or the fact of having trusted the content/data/results available on such third-party servers, external sources or internet sites.

If a User uses third-party sites or content from third-party servers, User does so solely at User's own risk. Links do not imply that the Company is affiliated or associated with any linked site.

15. Contact

For any questions regarding the Terms of Use, especially use of the Service or any claim, please email us on hello@mainstreamcommunity.com or post it at the following address: Suite 23, 1 Bradly Avenue, Kirribilli, NSW 2061, Australia

The User can use these contact details for any technical support request.

16. Miscellaneous

Governing Law and jurisdiction. These Terms of Use, will be governed by the laws of Australia without regard to its conflicts of laws principles.

The User is informed, as consumer, of the possibility to use a conventional mediation procedure or any other alternative dispute resolution method. In particular, the User may refer the matter to the Consumer Ombudsman.

Change of Terms of Use. These Terms of Use are subject to change from time to time. Any changes will be posted to this page. Use of this Service or any Service Content after entering into force the new version of the Terms of Use will constitute the agreement to the modified Terms of Use. If the User disagrees with such modification of the Terms of Use, the User may terminate the Service and delete its User Account under the conditions set forth in Article 11.

Change of the Service. MAINSTREAM Community may further develop or modify the Service or the Service Content only to improve its quality. The User will be informed of such development/modification as soon as it is implemented.

Severability; Entire Agreement. Except in the case of invalidity of an essential clause, if any provision of these Terms of Use is held to be invalid or unenforceable, that provision, to the extent unenforceable, shall be struck, and shall not affect the validity or enforceability of the remaining provisions. These Terms of Use, including the Privacy Policies, set forth the entire understanding and agreement between the User and MAINSTREAM Community with respect to the subject matter hereof.

Convention of proof. Electronic documents exchanged by electronic means between the User and the MAINSTREAM Community shall be regarded as writings having the same probative force as writings on paper in the meaning of applicable law. They may constitute faithful and durable copies in accordance with applicable law, so that the User is invited to keep them.

Force majeure. In no case MAINSTREAM Community may be held liable for any breach of its contractual obligations resulting from a force majeure event as defined in applicable law and related jurisprudence.



CODE OF CONDUCT

MAINSTREAM is a friendly community where everyone should feel welcome and safe to share ideas and engage in open discussion. It's really important for us to provide a harassment-free experience for everyone inclusive of gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, age, nationality or religion.

All members are required to abide by our Code of Conduct whilst engaging on the platform, as well as at our conferences and meetups, and at virtual or online events. Any violations will be dealt with seriously and may include being removed from events or online spaces (without refund where applicable). This is to protect the safety of our community.

Definitions

What do we mean by "harassment"? Harassment includes but isn't limited to:

- Offensive comments related to gender, gender identity and expression, sexual orientation, disability, mental illness, neurotype, physical appearance, body size, race, age, nationality, religion or belief, marital and civil partnership status, pregnancy or carer or parental status, familial status, veteran status, citizenship
- Unwelcome comments regarding a person's lifestyle choices and practices, including those related to food, health, parenting, drugs, and employment
- Homophobic, biphobic, transphobic, racist, or misogynist slurs or comments
- Deliberate misgendering
- Physical contact without consent or after a request to cease
- Threats or acts of violence or intimidation
- Unwelcome sexual attention
- Sharing/displaying sexual or sexualised images
- Deliberate "outing" of any aspect of a person's identity without their consent
- Harassing photography or recording, including logging online activity for harassment purposes
- Sustained disruption of discussion
- Advocating for or encouraging any of the above behaviours
- Repeated unsolicited sales and promotional messages
- Reasonable communication of boundaries, such as "leave me alone", "go away", "I'm not discussing this with you"
- Criticising racist, sexist, cissexist, or otherwise oppressive behaviour

Consequences

Participants asked to stop any harassing behaviour are expected to stop immediately.

Participants engaging in harassing behaviour may be asked to leave the platform, an event or online space and may be banned temporarily or indefinitely. If a ticket was purchased for an in-person or online event, we reserve the right not to issue a refund.

If harassment occurs outside an event or online space organised by MAINSTREAM that may impact the safety of our community, we reserve the right to investigate and take appropriate action, for instance banning from future events.

Reporting

If you are being harassed or made to feel unsafe or unwelcome, please report it as soon as possible. You can help us by reporting any behaviour you think might go against the Code of Conduct. Contact can be made via email to hello@mainstreamcommunity.com or phone + 61 2 9955 7400.