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CITYSMART GREEN HEART BUSINESS PROGRAM MEMBERSHIP

STANDARD TERMS AND CONDITIONS

You have expressed interest in taking up the Brisbane Greenheart CitySmart Pty Ltd (ACN 099 480 010), trading as "CitySmart", Membership offering and have been provided with an invoice setting out amounts payable as a Membership Fee. In paying the Membership Fee to CitySmart, you are agreeing to the following terms and conditions:

- a) Membership is for one year (i.e. annual) commencing on the date that your payment of the Membership Fee is received by CitySmart;
- b) Membership Fees are payable annually in advance;
- c) Membership will automatically terminate where Membership Fees are not received within 60 days of CitySmart issuing you with an invoice in relation to Membership Fees;
- d) Membership Fees are non-refundable, including where you elect to terminate your Membership prior to the annual expiry date;
- e) CitySmart may adjust their annual Membership Fees from time to time in which case, you will be provided with at least 30 days written notice of any proposed changes that will impact you;
- f) You agree that it is your responsibility to notify CitySmart in writing of any changes to your contact details, so that we may effectively provide the benefits of Membership to you;
- g) CitySmart may, at their discretion, elect to cease Membership renewal for organisations, or individuals, who conduct themselves in a manner that is not consistent with CitySmart's values, brand, or leadership position in supporting action on sustainability;
- h) You agree that CitySmart may refer to your organisation as being a party to the Membership offering, including through referencing your organisation name and logo on the CitySmart website and within CitySmart printed and electronic media detailing our member base;
- i) Beyond the above agreed use, CitySmart may not use your brand and brand materials without your prior written consent;
- j) You may not use the CitySmart brand and brand materials may without the prior written consent of CitySmart;
- k) You agree that CitySmart may maintain contact details for personnel at your organisation on file and may contact your organisation in order to provide updates, communicate CitySmart activities and to facilitate introductions between your organisation and other CitySmart members;
- l) CitySmart is not liable and cannot be held responsible for the accuracy of any information provided, or accessed, through the Membership offering, or in any other form, or for the actions of its members, staff or stakeholders;
- m) CitySmart may immediately terminate Membership, by written notice to you, where you do not comply with these terms and conditions;
- n) This agreement and the benefits of Membership may not be assigned without the prior written consent of both you and CitySmart;
- o) CitySmart may, by written notice, immediately terminate Membership without a refund of the Membership fee, where you do not comply with these terms and conditions; and
- p) Subject to item d), you may terminate Membership with CitySmart at any time, through written notice (including via email).