B2BNE Partner Portal Registration Terms

1 Application of these Registration Terms

Brisbane Airport Corporation Pty Ltd (ACN 076 870 650) (**BAC**, **we**, **our**, **us**) owns and operates the B2BNE Partner Portal at www.bne.com.au/partnerportal (**Portal**). We provide the Portal to companies that provide services at the airport and their employees (**you**, **your**) to facilitate sharing of information and updates about Brisbane Airport.

Access and use of the Portal is governed by these terms (which include the privacy notice) together with the Brisbane Airport's Websites Terms of Use at http://www.bne.com.au/terms-use (Website Terms of Use) and our privacy policy at http://www.bne.com.au/privacy-policy (Privacy Policy) (collectively Registration Terms). By accessing the Portal (either as a company or an individual employee), you indicate your acceptance of the Registration Terms. If you do not accept the Registration Terms you must not access or use the Portal.

2 Changes to Registration Terms

We may change the Registration Terms at any time by publishing those changes on the 'Registration Terms of Use' link accessible on the Portal. Your continued use of the Portal after any changes to the Registration Terms have been made and published indicates your acceptance of those changes. We recommend that you check the Registration Terms from time to time to see if they have changed.

3 Registration

The Portal may only be accessed by registered users (**Portal User**). To become a Portal User you must register with us, and once approved, will be required to use a Microsoft account, that you created with Microsoft, to log onto the Portal (**User Account**). You are responsible and liable for all use of your User Account.

4 Your details

All communication between us and you in respect of the Portal will be directed to the email address you provide to us at registration. You must keep your details including your email address up to date. We are not responsible or liable to you if you fail to keep your details up to date.

5 Portal information

Content within the Portal is available to Portal Users only for so long as they are registered with us. We may, without notice, restrict your access to the Portal for any reason determined by us at our sole discretion including, but not limited to, if you are no longer working on Brisbane Airport premises, or are not engaging with the Portal for a time period determined by us, or we determine that your access is no longer required for any other reason.

Although we take reasonable measures to update the information on the Portal on a regular basis, you acknowledge that the information contained in the Portal is general in nature and does not, and is not, intended to substitute or prevail over any documents exchanged between you and us in respect of any contract, official written notice or the like.

6 Third party information

The Portal may contain information sourced from third parties (**Third Party Information**). We are not responsible for monitoring or verifying the accuracy of any Third Party Information, or for any errors or mistakes whether originally existing in the Third Party Information or caused by the method of reproduction of the Third Party Information onto the Portal.

If you have any queries or issues in relation to any Third Party Information or any arrangements between you and a third party, we are not responsible for addressing any such queries or issues and you should contact the third party directly.

7 Privacy collection notice

When you register to use the Portal, you will be asked to input information about yourself including your name, email address and business category. From time to time you may also provide us with feedback through the Portal. We collect and deal with your personal information to manage registration and access to the Portal, to communicate with you, to monitor and maintain the Portal (including analytics) and, where applicable, to provide you with information relevant to your business. Your personal information may be disclosed to our service providers who support us in making the Portal available.

You can read more about how we manage your personal information in our <u>Privacy Policy</u>. Our Privacy Policy tells you how we usually collect, use and disclose your personal information and how you can ask for access to it or seek correction of it. Our Privacy Policy also contains information about how you can make a complaint and how we will deal with such a complaint. If you would like further information about our privacy policies or practices, please contact our Privacy Officer using the contact details contained in our <u>Privacy Policy</u>.

8 No illegal use

You must not:

- (a) use the Portal in any manner or for any purpose which is prohibited by any laws or our Terms of Use;
- (b) attempt in any way, directly or indirectly, to gain unauthorised access to the Portal including by means of data extraction or hacking tools (including data mining, spiders and robots) or other methods of data gathering, monitoring, extraction or use;
- (c) use our name or other intellectual property without our express and specific written consent, whether or not by means of metatags or any other invisible or hidden text; or
- (d) introduce any virus into the Portal or our network, or otherwise undermine the integrity of, damage or disrupt the Portal, including its availability, format and content, or our network.

9 Liability and indemnification

In addition to the terms in paragraph 16 of the Website Terms of Use, the following provisions apply.

To the extent the law permits, neither we, nor our directors, officers, agents, employees or contractors are liable to you and you indemnify and hold us harmless in respect of any and all claims, loss or damage, however arising (whether in negligence or otherwise), in connection with:

- (a) your failure to comply with the Registration Terms;
- (b) your use of the User Account;
- (c) your use, misuse or reliance on the Portal and any information provided through it;
- (d) your permanent or temporary inability to access the Portal howsoever caused;
- (e) errors, faults or failures in transmission of emails between you and us;
- (f) any statements, representations, errors or omissions made by you when registering;

- (g) your relationship and transactions with any third party, whether or not the arising from Third Party Information accessible and displayed on the Portal; or
- (h) Third Party Information.

10 Portal disclaimer

In addition to the provisions of paragraph 17 of the Website Terms of Use, the following terms apply.

To the extent permitted by law, you acknowledge that:

- (a) your access to the Portal is subject to your continued registration;
- (b) your use of the Portal is entirely at your own risk and is provided without warranty, either express or implied;
- (c) we do not accept responsibility for:
 - (i) any interference, loss or damage to your data, computer system, or mobile device which arises in connection with your use of the Portal. Although reasonable precautions have been taken, we do not guarantee the Portal will be continually available or that there will be no failures, errors or omissions or loss of transmitted information, or that no viruses will be transmitted through the Portal;
 - (ii) failures, errors, omissions or interruptions in the availability of the internet, telecommunications systems or email transmissions; or
 - (iii) Third Party Information.

11 Suspension and termination

We may suspend or terminate your access to the Portal or any part or feature of it for reasons determined by us at our sole discretion. The Registration Terms survive any such suspension or termination.

12 Jurisdiction

The Terms of Use are governed by the laws in force in Queensland, Australia and you submit to the non-exclusive jurisdiction of the courts in that place.