

Terms of Service

This document specifies the terms of the agreement between your Association or Club (hereafter referred to as the 'club') and Felgall Pty – owner of the memsite.club hosted software solution (hereafter referred to as the 'company'). In so far as the content of the memsite.club web site specifies any terms and conditions those shall also form a part of these terms of service.

1. Domain Name

- a. The domain name shall be entirely the responsibility of the club. The club shall purchase their desired domain name to represent the club and shall be responsible for all costs associated with it.
- b. The company shall provide the club with the necessary information to allow the club to use their domain with hosting provided by the company.
- c. Should the club wish to use only the member's area and to host the rest of their site elsewhere then it is the club's responsibility to find out how to configure their domain so as to host different sub-domains on different hosting.

2 Public Site

- a. The public site is offered as an optional extra to clubs making use of the club membership software. It is only available as a separate purchase to branches of clubs where the main club maintain the membership records. Where this applies a higher annual fee will be charged than where the club has purchased the club membership service as well. Small clubs taking up the membership service may have a public site provided free of charge. With the exception of the fee charged all responsibilities with regard to the public site are identical.
- b. The club shall be provided with a hosted copy of WordPress with the bbPress forum installed. The company will also install a theme and a number of plugins. The club may select these from those already installed on the hosting or may request to have alternatives installed. The company may or may not agree to installation of alternatives.
- c. The company will assist in setting up the original content for the site as well as defining the club colour scheme and initial menus. The club shall be responsible for actually uploading of files and creation of pages and posts that make up the original content as well as subsequent additions/changes to the content.
- d. The company shall also run regular backups of all files and database tables containing information uploaded by the club and other clubs. The company shall also ensure that all plugins etc used by the club are kept up to date.
- e. The club shall be responsible for the general operation of their WordPress site including the creation of posts and pages and the uploading of the files used by their site. There is plenty of tutorial and reference sites on how to use WordPress to allow the club to take reasonable control of their own public site. The company will provide some assistance with making changes but if the club abuses this by requesting assistance too frequently then an additional fee may be charged.

3. Member's Area

- a. The club shall provide all information required to configure the membership service to the company in a timely manner.
- b. The company shall provide the club with a list of the configurable options so that the club can specify their values for those options. Further configurations can be done after the membership area is established.
- c. Once the initial configuration information and a CSV of the membership info is received by the company the company shall set up the club and upload it to a sub-domain belonging to the club.
- d. The company shall configure the menus and report/label options to the club's requirements once the site has been uploaded. A designated member of the club will also be given 'Membership Officer' level access so that they can confirm how the club is to be initially configured and to complete the setup of those settings that are under the control of the club.
- e. Features not selected to be initially implemented by the club may be implemented at a later date at no charge.
- f. The company will occasionally add extra features into the member's area. The club will be given the opportunity to choose whether they wish to use the newly added feature or not. The club may change their mind regarding the inclusion or exclusion of any feature not essential to the operation of the member's area at any time at no charge (provided they are reasonable as to the frequency of the requests). The club may not select to exclude anything essential to the functioning of the member's area. The company may charge for changing the available features or refuse to change the features the club has available if the club makes excessive change requests.
- g. The company may amend the way any option within the member's area functions at any time – the intention being to make the member's area more useful and more secure. These will be implemented automatically and the club may not opt out of the change (unless the change itself is to introduce such an option).
- h. Should the club discover an error in the way the club membership data is being processed then the company will fix the error at no charge. Compensation for errors shall be limited to fixing the error and providing a free extension to the service period should the error take longer than expected to fix.
- i. Should the club wish a new feature added then the company shall consider both how difficult it would be in adding the feature and how useful the feature would be to other clubs in determining whether to add the feature and whether to charge the club for the creation of the new feature. Simple to create features that will be useful to many clubs will most likely be added at no charge.
- j. The company shall backup all club membership data and all other information stored in the database on a regular basis.
- k. The club shall be responsible for keeping their own backups of the publications uploaded via the 'Add Publication' option. The club may request a backup copy of the articles and gallery images uploaded by their members to be sent to them at any time on an ad hoc basis (ie. Not on a regular basis and not more frequently than monthly). It is assumed that the members will be able to supply those files again in the event that they are lost.

- I. Should the publications, articles or gallery images be lost through no fault of the club then the company shall assist in reloading the images provided that the club and their members are able to provide them.

4. Service Period

- a. The service period for which the club is paying for shall commence at the end of the month in which either the Public Site or Member's Area is available online.
- b. Should the public site go online first then it is to the club's benefit to assist in getting the Member's Area configured and online as soon as possible as the club will be charged for both from that same date even if only one of the two is online.
- c. Any discounts offered at the start are only applicable if the club uses the service for at least twelve months. Should the club discontinue the service prior to the anniversary date then prorated charge shall be calculated based on the normal applicable fees. Multi-year discounts are only applicable if the club uses the service for the designated period.
- d. Where the club originally received a discount and the club subsequently decides to terminate the service early and the discounted fee is less than the pro rata rate for the period used then the fee paid shall be considered full payment for the period and the club shall not be asked to make up any shortfall.

5. Other Responsibilities

- a. For any matter where instructions for performing the task are made available on the memsite.club site then the club shall be responsible for performing the task. The club may ask for assistance from the company with respect to anything in the instructions that are not clear and the company shall update the instructions to clarify them. Should the club wish the company to carry out the task for them then the company shall be entitled to charge for that work at a rate to be agreed prior to commencement of the work.
- b. A number of the clauses in this document refer to 'reasonable' and 'excessive' without defining these in more exact terms. Just exactly what is reasonable and what is excessive shall be determined as and when needed by negotiation between the company and the club. It is expected that the club will use common sense in the frequency of their requests so that these terms do not need to be further defined.
- c. For any matter not covered elsewhere that the club has the access to be able to perform the task, that task shall be carried out by the club. The company shall provide whatever instructions are necessary to allow the club to complete the task. The company may then include those instructions on the memsite.club site to assist other clubs needing to carry out the same task.
- d. For any matter not covered elsewhere where the club does not have the access to perform the task then the company shall perform the task for the club or arrange to give the club the necessary access. Should the task be expected to take more than five hours in any three month period then the company shall charge for the additional work at a rate agreed prior to commencement of the work.
- e. The Company may update these terms of service to specify responsibilities regarding any matter that arises under 5a or 5b in the appropriate section of the terms of service. Any such

additions shall only apply three months after being added provided that the club has raised that particular issue prior to the update being made. Should the club raise an issue as a direct result of changes to the terms of service then it shall be dealt with as specified in the new terms unless the club demonstrates that the situation already applied to their club and that that they were already intending to raise it before the change was made.

- f. Note that while the company shall have regular backups scheduled, the company is unable to guarantee that every single backup will run successfully. Where a club requires data to be restored the company shall assist in recovering the most recent consistent data that is available and can accept no responsibility for any subsequent processing that the club will then need to do to bring everything back up to date. Note that the first club was installed on this platform in 2005 and so far no restores of data to the live environment have been needed.
- g. Any matters not covered in these terms of service shall be dealt with if required under the laws of the state of New South Wales, Australia.