

FIAL Matrix Terms and Conditions of Use

Welcome to the FIAL Matrix Website, a collaborative FIAL Matrix infrastructure launching in or about October 2020 to host food and agribusiness communities of practice (the **'FIAL Matrix'**).

1. By browsing, using or participating in the FIAL Matrix, You agree to FIAL's Website General Terms and Conditions of Use (**'General T&Cs'**) found at <https://fial.com.au/tandcs> and these additional FIAL Matrix Terms and Conditions (**'FIAL Matrix T&Cs'**) together called the **'Terms'**.

FIAL reserves the right to change the FIAL Matrix Website, the FIAL Matrix Services, the FIAL Matrix T&Cs and/or to introduce or change the Monthly Subscription Fee from time to time. Any such changes by FIAL shall be effective immediately upon notice to You which notice may be given by any reasonable means including, but not limited to, posting updates on or accessible via the FIAL Matrix Website or emailing You. Any use of the FIAL Matrix Website or FIAL Matrix Services after such notice constitutes acceptance by You of the updated FIAL Matrix T&Cs and/or Monthly Subscription Fee as the case may be.

You acknowledge that a prior version of the FIAL matrix has recently ceased operation (**'Prior Matrix'**) and that these FIAL Matrix T&Cs (which are different to the Prior Matrix T&Cs) will take effect from the launch in or about October 2020 of the updated version of the FIAL Matrix.

2. Please read the Terms carefully. If You do not understand the Terms or You do not accept them or any part of them, You cannot remain on the Website or use or participate in the FIAL Matrix. You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to You by FIAL in the user interface. Your acceptance of the Terms shall form a binding agreement between You and FIAL and show Your intent and agreement to be bound by the Terms.

3. Definitions and interpretation:

3.1 In these FIAL Matrix T&Cs:

- (a) Bracketed italicised words in these FIAL Matrix T&Cs do not form part of the FIAL Matrix T&Cs. *[They have been inserted to clarify/assist the interpretation of the FIAL Matrix T&Cs and your use of the FIAL Matrix].*
- (b) The following capitalised words have the following meanings:
Your agreement in writing).
'Bronze Member' has the meaning referred to in Clause 4.1 and **'Bronze Membership'** has a corresponding meaning;
'Expert' means a Member who has been awarded Expert recognition status by a FIAL Topic Leader and **'Expert Recognition Status'** has a corresponding meaning;
'Expert Network' means access to a feature to ask or respond to a question or to clarify a problem *[FIAL's goal is that the FIAL Matrix facilitates up to 3 Expert Network Responses from one or more Experts covering a solution/who else to*

ask/what can be done next within 3 business days of a Member 'Expert Network' question being received. See mini-videos/tutorials on the FIAL Matrix Website to see how the ask an Expert Network question and Expert Network Response process works]

'Expert Network Response' or 'Preliminary Advice' means preliminary answers insights or other options provided by one or more Experts in response to an Expert Network service request/Member's question - which may contain a solution, who to ask or what to do next OR which may comprise a determination by the Moderator that the Member's question is too complex or that suitable FIAL Matrix expertise is not available to answer the Member's question;

'FIAL Matrix Service/s' means as the context requires access to any one or more of the following via the FIAL Matrix :

- Expert Network;
- Expert Network Response;
- Insights Article/s;
- Group Forums/Chats; and
- where the context permits any other service or thing which involves the FIAL Matrix Website or FIAL Matrix Services HOWEVER 'FIAL Matrix Services' **EXCLUDES** any services provided by one Member directly to another Member outside the FIAL Matrix pursuant to a separate agreement between those Members;

'FIAL Matrix T&Cs' has the meaning referred to in Clause 1;

'FIAL Matrix Website' means foodmatrix.com.au and **'FIAL's Website'** means fial.com.au;

'FIAL Topic Leader' or 'Moderator' means a person appointed by FIAL as a FIAL topic leader such as an employee or representative of FIAL who is in FIAL's opinion a subject matter Expert, which FIAL Topic Leader (as required) may do one or more of the following:

- (i) approve or reject an application to become a FIAL Matrix Member;
- (ii) approve or reject a person's application for Expert Recognition Status;
- (iii) liaise with any Member in relation to a Member's questions/to identify that Member's issue/s or problem/s and assist that Member to formulate an Expert Network question;
- (iv) identify Experts who may be able to assist a Member/respond to a Member's Expert Network question/resolve a problem;
- (v) provide any Member who has a question or problem with contact details of those Experts or other Members who may be able to assist the Member answer their question/resolve their problem;
- (vi) act as liaison between a Member and Experts;
- (vii) terminate a Membership;
- (viii) terminate the Expert Recognition Status of a Member;
- (ix) such other acts or things related to the FIAL Matrix as FIAL authorises the FIAL Topic leader to do from time to time.

'General T&Cs' has the meaning referred to in Clause 1;

'Group Forums/Chats' means Group Forums/Chats in relation to various topics accessible via 'My Feed' on the FIAL Matrix Website;

'Insights Article' means an article accessible via the Manual page maintained and updated from time to time by FIAL on the FIAL Matrix Website;

'Member' means a Bronze Member and/or a Silver Member as the context requires;

'Member Dashboard' (on the FIAL Matrix Website) has the meaning referred to in Clause 8.1(a);

'Messenger System' means the messenger system available from each Member's My Feed Page to facilitate communication between Members and a FIAL Topic Leader;

'Monthly Subscription Fee' means the monthly subscription fee (inclusive of GST) referred to on Your application for registration as a Member (or such amended monthly subscription fee as may be notified to You pursuant to Clause 1) - payable monthly in advance by a Silver Member, to use or participate in the FIAL Matrix after expiration of any applicable fee free trial period as a Bronze Member;

'My Feed' has the meaning referred to in Clause 8.1(b);

'Silver Member' has the meaning referred to in Clause 4.2 and **'Silver Membership'** has a corresponding meaning;

'Terms' mean FIAL's General T&Cs and these FIAL Matrix T&Cs referred to in Clause 1;

'You' means any person browsing, using or participating in the FIAL Matrix whether or not a registered Member and where the context permits means You and Your Organisation jointly and severally; **'Your'** has a corresponding meaning; and

'Your Organisation' means the entity You are employed by, act for, or represent, that is named by You when registering as a Member.

3.2 In respect of all matters relating to Your use or participation in the FIAL Matrix, if there is any inconsistency between FIAL Matrix T&Cs and FIAL General T&Cs, the Terms will be interpreted in the following order of priority to the extent of any inconsistency:

- (a) FIAL Matrix T&Cs;
- (b) FIAL General T&Cs.

4. **Membership Categories**

4.1 Bronze Membership:

A Bronze Member is a person who successfully applies for registration as a FIAL Matrix member for the first time (**'Bronze Member'**). If You are a Bronze Member You are entitled to access all FIAL Matrix Services for a fee free period of 28 days from the date of Your application. *[For clarity Prior Matrix members who successfully apply for registration of this (new) FIAL Matrix, will become Bronze Members and will be entitled to a fee free period].*

4.2 Silver Membership:

A Silver Member is a person:

- (a) who wishes to continue their Membership beyond the Bronze Member fee free period and who has paid the Monthly Subscription Fee prior to expiry of their Bronze Membership; or
- (b) who previously held a Bronze Membership which lapsed or was terminated and who successfully applies for re-registration as a FIAL Matrix Member

(‘Silver Member’).

- 4.3 Bronze Members and Silver Members will have access to all FIAL Matrix Services (although FIAL reserves the right to amend FIAL Matrix T&Cs to limit Bronze Membership access to only some of the FIAL Matrix Services).
- 4.4 Monthly Subscription Fees are payable in advance and are not refundable. To become a Silver Member and to maintain Silver Membership Monthly Subscription Fees must be paid in advance. Failure to pay a Monthly Subscription Fee by the due date will result in automatic lapsing of Your Membership.
- 4.5 At any time after Your Membership lapses, You may elect to apply for re-registration as a Silver Member on payment of the Monthly Subscription Fee. *[In some circumstances you may be able to access the Membership Dashboard and authorise reactivation of Your Membership and recommencement of Monthly Subscription Payments. In other circumstances (eg if in FIAL’s discretion there has been a long period of time between your membership lapsing and You wishing to become a Member again, You may be required to re-apply for registration as a Member)].*

5. Registering as a Member

- 5.1 Only a natural person who is over the age of 18 years may apply for registration or re-registration as a Member. *[NB An Organisation cannot apply for registration as a Member however one or more persons from Your Organisation may apply for registration as Member/s. After expiration of each Member’s initial fee free (Bronze Membership) period, each such Member to pay a Monthly Subscription Fee to be entitled to access/continued access to the FIAL Matrix (Silver Membership)].*
- 5.2 If You are a natural person over the age of 18 years You may apply to register as a FIAL Matrix Member by completing an application for registration on the FIAL Matrix Website. You will be notified by email as to whether or not Your application is successful. *[NB If You were registered as a Prior Matrix member You need to complete the registration process for this FIAL Matrix as transfer of membership is NOT automatic. Other than during Christmas holiday periods, notification will usually occur within 2 business days].*

6. Monthly Subscription Fees/Payments

- 6.1 On expiry of Your fee free Bronze Membership period, if You wish to continue as a (Silver) Member, You must pay Monthly Subscription Fees in advance.
- 6.2 FIAL will debit Your nominated account for Monthly Subscription Fees payable by You on the periodic payment direct debit due date/s referred to on Your Member Dashboard (**‘Due Date’**). FIAL reserves the right to adjust the Due Date to accommodate for shorter months and/or FIAL’s accounting system. *[For example all Monthly Subscription Fees due on the 28th, 29th, 30th or 31st of a month shall be payable on the 28th of each month].* It is Your responsibility to have clear funds in Your account on each due direct debit Due Date and to sign such authorities as may be required to authorise the direct debit. By agreeing to these FIAL Matrix T&Cs You are agreeing to pay Monthly Subscription Fees in accordance with this Clause 6 until Your Membership lapses or is terminated in accordance with Clause 13 below.
- 6.3 Without limiting the preceding sub-clause, if Your Membership is terminated for any reason or if FIAL determines it is necessary to close the FIAL Matrix, Your Monthly Subscription Fees or any part of them will not be refunded to You.

7. Application for/Award of Expert Recognition Status

7.1 If You wish to be registered as an Expert:

- (a) You may apply for Expert Recognition Status when applying to register as a Member by completing the appropriate fields and providing information requested by FIAL;
- (b) At any time after You have become a Member, You may apply for Expert Recognition Status via the Messenger system by providing information in relation to Your expertise requested by FIAL.
- (c) A FIAL Topic Leader will review Your application for Expert Recognition Status and shall notify You of the success or otherwise of Your application for such recognition by email as soon as practicable;
- (d) If FIAL approves Expert Recognition Status You will become an Expert and be identified as such on the FIAL Matrix.

[NB If You were approved as an Expert re: the Prior FIAL Matrix, please indicate that when applying for Expert Recognition Status for this FIAL Matrix as it may assist the streamlining of Your Expert Recognition Status application].

7.2 You may request removal of Expert Recognition Status at any time by notice in writing to FIAL *[You are not required to give a reason for such request];*

7.3 FIAL may terminate Your Expert Recognition Status at any time by notice in writing to You. *[FIAL is not required to give You any reason if FIAL elects to terminate Your Expert Recognition Status].*

7.4 Following removal of Expert Recognition Status You will continue to remain a Member unless Your Membership lapses, is deactivated or terminated pursuant to these FIAL Matrix T&Cs.

7.5 *[If You have any problems associated with registration, or Expert Recognition Status please email info@fial.com.au]*

8. Your Member Dashboard and 'My Feed'

8.1 Following registration as a Member You will have access to:

- (a) Your Member Dashboard which will include Your profile, facilitate Monthly Subscription Fee payments, contain billing cycle information, refer to activity history and membership status and will enable the deactivation of Membership/stopping of Monthly Subscription Fee payments (**'Member Dashboard'**).
- (b) My Feed which will facilitate:
 - (i) Access to the Messenger System (to ask Expert Network questions and receive Expert Network Responses);
 - (ii) Access to the manuals section containing Insights Articles;
 - (iii) Access to join forums and group chats**('My Feed')**

9. FIAL Matrix communications with FIAL and other FIAL Matrix participants

9.1 All communications between a Member or potential Member and FIAL shall be via the FIAL Matrix Messenger System or via email generated via the FIAL Matrix or via such other method as FIAL may determine from time to time.

- 9.2 Members and FIAL may also communicate by posting notices on the FIAL Matrix noticeboard subject to any guidelines determined by FIAL from time to time.
- 9.3 FIAL has the right in its absolute discretion to remove or edit any posted notice or forum or group chat comment.

10. Limitation of Liability

- 10.1 In this Clause 10.1 **'Use of the FIAL Matrix'** means all of the following (or any one or more of the following if the context requires):
- (a) browsing the FIAL Matrix Website;
 - (b) applying for registration as a Member;
 - (c) applying for registration as an Expert;
 - (d) participating in the FIAL Matrix;
 - (e) using FIAL Matrix Services;
 - (f) being involved in the provision of FIAL Matrix Services.
- 10.2 You acknowledge that it is an essential precondition to Your Use of the FIAL Matrix that You agree and accept FIAL is not legally responsible for any loss or damage You might suffer howsoever arising. Your Use of the FIAL Matrix is at Your own risk. You further acknowledge that You agree to the General T&Cs found at <https://fial.com.au/tandcs> including those under the heading *'Limitation of FIAL's Liability, Indemnity'*.

11. Termination of Expert Recognition Status

- 11.1 FIAL may terminate Your Expert Recognition Status effective immediately by notice in writing to You. FIAL is not required to give You any reason for termination of Your Expert Recognition Status.
- 11.2 You may request FIAL to terminate Your Expert Recognition Status effective immediately by notice in writing to FIAL. You are not required to give FIAL any reason for termination of Your Expert Recognition Status.

12. Lapsing/Termination of Your Membership

- 12.1 If You fail to pay a Monthly Subscription Fee on or before the due date Your Membership will automatically lapse.
- 12.2 You may terminate Your Membership immediately by deactivating Your Membership on Your Membership Dashboard. There will be no refund or partial refund of the Monthly Subscription Fee You have paid in advance.
- 12.3 FIAL may terminate Your Membership without reason by providing You with at least 1 business day's written notice.
- 12.4 FIAL may immediately terminate Your Membership by notice in writing to You if:
- (a) in FIAL's opinion You have committed a breach of any of the Terms; or
 - (b) if FIAL determines it is necessary to close the FIAL Matrix. *[FIAL will endeavour to give You at least 10 business days' notice of FIAL Matrix closure (which notice may be given by any reasonable means including by email or by posting a notice on the FIAL Matrix Website).*
- 12.5 Your Membership will automatically cease on FIAL Matrix closure.