# Project Management Institute Melbourne Chapter Mentoring Program

# **Terms and Conditions**

These Terms and Conditions govern your use of, and access to the PMI Melbourne Chapter Mentoring Program ("the Mentoring Program"), the Mentorink mentoring platform ("the Platform") and any content you contribute ("Content") as both a mentor and mentee.

## Background

The Mentoring Program is run by Project Management Institute Melbourne Chapter Incorporated ("PMI Melbourne Chapter") as a benefit for its members. The Mentoring Program is managed by PMI Melbourne Chapter volunteers and draws on volunteer mentors. PMI Melbourne Chapter has selected the Platform as its tool for managing and auditing the Mentoring Program.

# **PMI Melbourne Chapter Acceptable Use Policy**

In participating in the Mentoring Program and using the Platform you agree to:

- Provide accurate information.
- Commit to following the <u>PMI Code of Ethics and Professional Conduct</u> in all interactions related to the program.
- Maintain boundaries appropriate to the Mentoring Program to ensure the safety of participants.
- Understand the aims and limitation of your Mentoring Program.
- Maintain the confidentiality of all information shared within the mentoring partnership.
- Advise the Mentoring Program team immediately if a problem arises in the mentoring relationship.
- Advise Mentoring Program team immediately if any conflict of interest or potential conflict of interest arises.
- Use the Platform for lawful purposes only.

The Mentoring Program Associate Director can be contacted at mentoring@pmi.melbourne.org.

The above conditions are in addition to the Terms of Use of Mentorink available at <u>Mentorink Terms Of Use</u> <u>Mentorink Privacy Policy</u>

## **General Terms and Conditions**

### Use and Copyright

The Platform and its content are subject to copyright under the laws of Australia and other countries. Unless otherwise indicated, copyright in content on the Platform is owned by PMI Melbourne Chapter. In addition, third parties may own the copyright in some materials incorporated within the Platform and, in such cases, written permission may be required from these parties to use such material.

Other than as permitted under the Copyright Act 1968 (Cth), no material on this Platform may be reproduced without the prior written permission of PMI Melbourne Chapter, except that you may save an electronic copy or print out parts of this Platform solely for your own information, research or study, provided that:

• You do not modify the copy as it appears on the Platform.

• You include the PMI Melbourne Chapter's copyright notice and/or acknowledge the relevant third-party source.

In relation to Content you contribute to the Platform, you represent and warrant that you own or have the necessary licenses, rights, consents and permissions to publish your Content. You retain all rights in your Content. By submitting your Content through the Platform you grant PMI Melbourne Chapter a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display and perform your Content in connection with the Platform. PMI Melbourne Chapter will be governed by the <u>PMI Code of Ethics and Professional Conduct</u> in using any Content you contributed to the Platform.

You agree that you will not attempt to hack into the Platform or use any robot, spider or other device or process to use the Platform for any unauthorised purposes. You agree that you will not take any action that imposes an unreasonably large burden on the Platform.

#### Personal Security Information

You are responsible for maintaining the confidentiality of your account information and for restricting access to your computer and you agree to accept responsibility for all activities that occur under your control, including unauthorised access to your account or password.

#### Confidentiality

Although all mentors and mentees who access this Platform agree to maintain the confidentiality of all information shared within the mentoring partnership, PMI Melbourne Chapter cannot guarantee that any information you disclose to your mentor or mentee (as applicable) will be kept confidential by the recipient.

#### Disclaimer and limitation of liability

While PMI Melbourne Chapter attempts to ensure that the information on the Platform is accurate at the time of publication, it provides no express or implied warranties and does not make any representations in relation to this Platform or any content. In particular, PMI Melbourne Chapter does not guarantee and is not liable for the advice given to you in your capacity as a mentee by any mentor. This information on this Platform is provided 'as is' and without any guarantees as to its accuracy, currency, completeness or reliability. PMI Melbourne Chapter reserves the right to amend the information on this Platform at any time and without notice, including but not limited to information relating to courses, units, admissions, fees and services.

PMI Melbourne Chapter is not liable for any loss or damage occasioned by your use of this Platform or information contained on this Platform. You agree that your use of this Platform is at your sole risk.

To the extent permitted by law PMI Melbourne Chapter is not liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting from your access to, or use of, or inability to use the Platform and its content, whether based in contract, tort, negligence, statute or any other cause of action, and whether or not PMI Melbourne Chapter is aware of the possibility of such damage. If a jurisdiction does not allow the exclusion or limitation of liability in accordance with this paragraph, but allows a limitation of a certain maximum extent, then the liability of PMI Melbourne Chapter is limited to that extent.

Nothing in these Terms excludes, restricts, or modifies any rights or remedies under Australian Consumer Law that cannot be lawfully excluded.

#### Applicable Law

These terms and conditions must be construed in accordance with, and governed by, the laws of the State of Victoria. You agree to submit to the jurisdiction of the courts in the State of Victoria.

#### Withdrawing access to Platform

PMI Melbourne Chapter may, in its sole discretion, withdraw, suspend, or refuse to permit you to participate in any Mentoring Program on the Platform without notice if:

- You have breached any of these Terms and Conditions or any applicable law or regulation related to your use of the Platform.
- You have provided misleading, deceptive, or incorrect information.
- A complaint has been received about you.
- Your participation in the Mentoring Program on the Platform is likely to, or does, damage PMI Melbourne Chapter's reputation or brand.
- An administrative or policy update requires changes in access.

Where access is suspended for administrative reasons, PMI Melbourne Chapter will provide reasonable notice where possible.

#### Modifications to these terms and conditions

PMI Melbourne Chapter may modify these Terms and Conditions at any time and will publish the updated terms on the Platform. If changes materially affect your rights or obligations, PMI Melbourne Chapter will provide reasonable notice (e.g., 14 days) before the changes take effect. By continuing to access the Platform after the notice period, you agree to be bound by the modified terms.

## Acknowledgement and Acceptance

E-mail Address

By signing this document, you confirm that you have read and understood its terms and conditions. You acknowledge that your signature constitutes full and unconditional acceptance of the terms set out above, and you agree to be bound by them in accordance with the laws of Victoria, Australia, subject to any non-excludable rights under Australian Consumer Law.

Name: (Please print)	Date:

Signature: