



EFWA MEMBERS PORTAL — TERMS OF USE

1. About these Terms

1.1 The EFWA Members Portal (Portal) is operated by End Food Waste Australia Limited (ABN 90 627 226 537) (EFWA, we, us, our). These Terms of Use (Terms) govern access to and use of the Portal, and you agree to them when you register or use it. If you register on behalf of an organisation, you confirm that you are authorised to register and to bind that organisation to these Terms, and “you” means that organisation. The individual user is personally responsible only for keeping their own login details secure and for the acceptable use obligations in clause 5.2. Your organisation is responsible for the use of its accounts.

1.2 These Terms do not govern membership itself. Where your organisation has signed an EFWA Industry Membership Agreement (Membership Agreement), that Agreement governs your membership — its term, fees, renewal, benefits, refunds, liability and termination — and prevails over these Terms to the extent of any inconsistency. Clause 3 applies only to Associate Members, who hold membership through the Portal without a signed Membership Agreement.

1.3 Our Privacy Policy explains how we handle personal information and applies to your use of the Portal.

2. Accounts, access and suspension

2.1 Each account is held in the name of one person at your organisation. You may let others in your organisation use it, but you must not give the login details to anyone outside your organisation. Keep the login details secure and tell us straight away if you think someone outside your organisation has them or has used the account. Keep your registration details up to date, including the email address we send notices to.

2.2 You are responsible for activity under your accounts, except to the extent it results from our act, omission or security failure; from unauthorised use that does not result from a failure to comply with clauses 2.1 and 7.3; or from activity after you have told us an account may be compromised.

2.3 Your nominated administrator may add and remove users, see account details and Portal activity for your membership, and ask us to close or transfer access. Your user allowance is set by your Membership Agreement or, for Associate Members, the published tier.

2.4 Access begins once your membership is approved and payment has been received. We do not grant Portal access against an unpaid invoice.

2.5 We may suspend or restrict access where an undisputed amount that falls due during your membership remains unpaid 14 days after written notice; where your membership has ended, subject to the export period in clause 4.4; where we reasonably believe there has been a material breach or a genuine security or fraud risk; or where the law requires it.

2.6 Except where your membership has ended, or delay would risk the Portal or another member, we will give notice and a reasonable opportunity to fix the problem first. We will lift a suspension promptly once resolved, and where it was not caused by your breach we will extend or credit the affected period.

2.7 We may withdraw access if you materially breach these Terms and do not remedy within 30 days of written notice, or where the breach cannot be remedied. Termination of a Membership Agreement is governed by that Agreement. Closing an account does not end your membership or affect fees payable under a Membership Agreement. When access ends, clauses 4, 5, 6, 7, 8 and 9 continue to apply.

3. Associate Membership

3.1 This clause applies only where your organisation holds Associate Membership without a signed Membership Agreement. Applications are assessed automatically against our published eligibility criteria and approved once payment is completed. If an automated decision affects you and you believe it is wrong, you can ask for a person to review it.

3.2 Before approval we may refuse an application or seek further information where the eligibility criteria are not met or we reasonably believe the application is inaccurate, incomplete or unauthorised; we will tell you why and refund any fee in full. If we identify after approval that the eligibility criteria were not met, we may cancel the membership on notice and refund the unused portion of the fee. Where the application contained materially false, misleading or unauthorised information, we may cancel the membership and any refund will be limited to what the law requires.

3.3 Associate Membership runs for a 12-month term and renews automatically for a further 12 months unless you turn renewal off. Automatic renewal applies only to Associate Membership: membership at the Member tier and above renews only by written agreement, as set out in your Membership Agreement. Fees are those published when you apply, in Australian dollars and exclusive of GST; GST is added at checkout and no card surcharge applies, so the total shown at checkout is the total payable, and we will issue a tax invoice. Card payments are processed by Stripe: details are entered directly into Stripe's secure payment page and we do not receive or store full card numbers or security codes. Where your membership renews automatically, Stripe stores your card and we hold a token that lets us charge it again. A fee change does not affect a membership already paid for.

3.4 Nothing in these Terms limits your rights under the Australian Consumer Law or any other law that cannot be excluded, and where a refund is required under those laws we will give it. Beyond that, and beyond clauses 3.2, 3.5, 7.5 and 7.6, Associate Membership fees are not refundable once access has been granted.

3.5 Automatic renewal. We will email you 60 days, 30 days, 7 days and 1 day before each renewal, setting out the renewal date and the amount and linking to your membership page. You can turn automatic renewal off at any time on that page, in no more steps than it took to join; your membership then continues to the end of the current term and is not charged again. We will tell you at least 30 days before a renewal if the fee for the next term will be higher. If an automatic renewal is charged and you tell us within 14 days that you did not want it, we will cancel the renewal and refund the fee in full. If a renewal payment fails we will tell you and may retry it; if it remains unpaid your membership expires and access ends, subject to the export period in clause 4.4.

4. Your data, benchmarking and reporting

4.1 Your organisation keeps ownership of the information it submits, including food waste data, uploads and tool entries (Member Data). You grant us a non-exclusive, royalty-free licence, while you hold Portal access, to use, copy, store, process and adapt Member Data to operate the Portal and provide its tools and services to you; generate your results and reports; produce aggregated benchmarking and reporting under clauses 4.5 to 4.7, where you have agreed under clause 4.5; and support research into food loss and waste using aggregated or de-identified information. While you hold Portal access, we may use Member Data linked to your organisation only to provide your Portal services, results and reports, and as an input to aggregated benchmarking and reporting under clauses 4.5 to 4.7. For research, analysis and insights, we will use Member Data only in aggregated or de-identified form so that your organisation and any individual cannot reasonably be identified. Subject to clause 4.4, after access ends we may retain and continue to use Member Data only where it has been de-identified or aggregated so that your organisation and any individual cannot reasonably be identified, including for future research, insights, benchmarking and reporting.

4.2 You warrant that you have the right to submit Member Data, that doing so breaches no obligation you owe to anyone else, and that any personal information it contains was collected lawfully and with any notice or consent required under the Privacy Act 1988 (Cth).

4.3 We rely on Member Data as submitted and do not verify it, so the accuracy of any result depends on what you enter. We maintain backups and will use reasonable endeavours to restore Member Data lost or corrupted while under our control.

4.4 You may export Member Data at any time while you hold access. For 30 days after access ends we will keep the Portal available only for export or provide an export on request within 10 business days. Within 90 days after access ends, we will delete Member Data that remains linked to your organisation, except information we must keep by law. We may retain and continue to use de-identified or aggregated information in accordance with clause 4.1. Personal information contained in Member Data may be stored or accessed overseas as described in our Privacy Policy.

4.5 Your figures are included in a benchmark only where you have agreed. You may withdraw that agreement at any time while your Member Data remains linked to your organisation, and we will exclude it from future benchmarking and reporting. Withdrawal does not affect an output already published, or information already de-identified or aggregated so that your organisation and any individual cannot reasonably be identified. You can use the Portal and its tools, and see your own results, without agreeing to benchmark inclusion.

4.6 We aggregate contributions before release. We will only release a benchmark or publish an aggregated report where we are satisfied, having regard to cohort size, concentration and re-identification risk, that an individual contributor's data cannot reasonably be identified or inferred. We may apply minimum cohort sizes, concentration limits and suppression rules, and will suppress any output where necessary to protect confidentiality or comply with competition law. We do not disclose participant level data. Benchmarks use historical data only — we do not collect, aggregate or circulate current or forward-looking information.

4.7 You must not attempt to identify, or reverse-engineer the figures of, any other contributor.

5. Intellectual property and acceptable use

5.1 We, or our licensors, own the Portal and all resources, reports, data, tools, text, graphics, branding and software available through it, excluding Member Data (EFWA Content); where you have a Membership Agreement its intellectual property terms also apply. While you hold access we grant you a non-exclusive, non-

transferable licence to use EFWA Content for your organisation's internal business purposes. You must not, without our written consent, resell, sublicense, publish or redistribute it, remove attribution or branding, or use it to build a competing product; and you must not scrape, crawl or extract data in bulk, or use it to train a machine learning or artificial intelligence model. Feedback you give us may be used without obligation to you.

5.2 You must use the Portal lawfully and for legitimate business purposes. You must not give false or misleading information or impersonate anyone; access or attempt to access another organisation's data or any part of the Portal you are not authorised to use; interfere with its security or operation, or probe, scan or conduct penetration testing without our written consent; introduce malware, overload it, or use automated means of access other than as we permit; use contact details obtained through the Portal to send unsolicited marketing to other members, including any message breaching the Spam Act 2003 (Cth); or upload unlawful, infringing, defamatory or offensive material.

6. Tools, outputs and claims

6.1 The Portal includes tools, such as the Cost-of-Waste Calculator, producing estimates from what you enter and from assumptions, averages and industry benchmarks. We publish the methodology behind each tool. Outputs are general guidance to support your own analysis — not legal, financial, accounting, engineering, food safety, environmental or other professional advice, and no substitute for advice from a qualified adviser. You are responsible for decisions made using them, and we do not warrant any particular cost, environmental, food waste reduction or commercial outcome.

6.2 If you intend to rely on a Portal output in public reporting, a regulatory submission, a tender, or an environmental or sustainability claim, verify it independently first; such claims must be substantiated by the business making them. You must not attribute a claim to EFWA, or imply that EFWA has verified, endorsed or certified a claim, figure or your performance, without our prior written consent. If a claim misrepresents a Portal output or our involvement, we may require you to correct or withdraw it and may suspend access under clause 2.5 if you do not.

6.3 Members of EFWA include organisations that compete with one another. You must not use the Portal to disclose or exchange competitively sensitive information with other members — for example current or future pricing, margins, output, capacity, bidding intentions or the allocation of customers or markets. Information submitted for benchmarking is given to us, not to other members, and is handled under clauses 4.5 to 4.7. Where we facilitate a forum or working group, we will circulate an agenda in advance and keep a record of the discussion, which must not cover pricing, costs, capacity, customers or bidding. You remain responsible for your own competition law compliance.

7. Confidentiality, security and availability

7.1 We will keep Member Data confidential and use it only as set out in these Terms and our Privacy Policy, except where disclosure is required by law; where you have a Membership Agreement its confidentiality terms also apply. You must keep confidential any EFWA Content or information about another member that is marked confidential, or that a reasonable person would understand to be, and use it only for the purposes of your membership. These obligations continue after your access ends.

7.2 We take reasonable steps to protect the Portal and the information it holds, using technical and organisational measures appropriate to its sensitivity, as described in our Privacy Policy. We will notify you without undue delay of a material security incident that compromises your Member Data, whether or not it also triggers notification under the Privacy Act 1988 (Cth). We take reasonable steps to ensure service providers handling Member Data are subject to appropriate confidentiality and security obligations; we remain responsible to you for the services and will tell you who they are on request.

7.3 You must use reasonable security practices, including keeping credentials confidential, using multi-factor authentication where offered, and keeping devices secure and up to date. No system can be guaranteed to be completely secure.

7.4 We aim to keep the Portal available but do not guarantee uninterrupted access or that the Portal will be free from errors and will give reasonable notice of planned maintenance where we can. The Portal relies on third-party services, including payment processing by Stripe, governed by their own terms.

7.5 We may add to, change or withdraw features. Where a change would remove or substantially degrade a feature included in your membership we will give at least 30 days' notice; your rights are then set out in your Membership Agreement, or for Associate Members you may close your account and be refunded the unused portion of your fee.

7.6 If we discontinue the Portal we will give at least 60 days' notice and allow you to export your Member Data, and Associate Members will receive a refund of the unused portion of their fee.

8. Liability and indemnity

8.1 Where you have a Membership Agreement, the liability and indemnity provisions of that Agreement apply and this clause 8 does not.

8.2 Nothing in these Terms excludes, restricts or modifies any guarantee, right or remedy under the Australian Consumer Law or any other law that cannot lawfully be excluded, including, where applicable, that services will be supplied with due care and skill, will be reasonably fit for a purpose made known to us, and will be supplied within a reasonable time. To the extent permitted by law, where we may limit our liability for failing to comply with a consumer guarantee, it is limited at our option to resupplying the services or paying the cost of resupply — except where it would not be fair or reasonable for us to rely on that limit.

8.3 Subject to clauses 8.2 and 8.5, neither party is liable for loss of profit, revenue, opportunity, goodwill, reputation or anticipated savings, or for indirect or consequential loss; and each party's aggregate liability arising out of or in connection with these Terms and use of the Portal is capped at the greater of the fees paid by you for the current membership term and \$25,000.

8.4 You indemnify us against loss, damage and reasonable costs we suffer from a third-party claim arising from your breach of clause 4.2, clause 5 or clause 6. The indemnity does not apply to the extent the loss was caused or contributed to by us, or results from our failure to take reasonable steps to reduce it, and is subject to the cap in clause 8.3. If we rely on it we will notify you promptly of the claim, will not settle without your consent (not to be unreasonably withheld), and will let you conduct the defense if you ask.

8.5 Clauses 8.3 and 8.4 do not limit liability for payment obligations, fraud, willful misconduct, death or personal injury, breach of clause 7.1, infringement or misuse of intellectual property, breach of privacy law, or liability that cannot be limited by law.

8.6 Neither party is liable for a failure or delay caused by an event outside its reasonable control; if it continues beyond 30 days either party may end Portal access, and Associate Members will be refunded the unused portion of their fee. Each party's liability is reduced to the extent the loss was caused or contributed to by the other.

9. Privacy, complaints, changes and general

9.1 We handle personal information under the Privacy Act 1988 (Cth) and the Australian Privacy Principles. Our Privacy Policy explains how and sets out how to make a privacy complaint and how to escalate it. For any other complaint, contact us below: we will acknowledge within five business days and respond within 30 calendar days, and if we need longer, we will tell you why and when you can expect a response. If a dispute is unresolved, each party must first attempt in good faith to resolve it between senior representatives before starting proceedings, though either may seek urgent interlocutory relief. Small businesses may also seek assistance from the Australian Small Business and Family Enterprise Ombudsman.

9.2 We may change these Terms. The current version is published on our website and in the Portal, and a change does not apply to anything that happened before it takes effect. Where a change to these Terms materially affects your rights or obligations we will give at least 30 days' notice; if you do not accept it you may close your account beforehand, and Associate Members will receive a refund of the unused portion of their fee. Minor changes take effect on publication and are limited to correcting errors, updating contact details, and changes that do not reduce your rights or increase your obligations. We cannot change your Membership Agreement by changing these Terms.

9.3 Assignment. You may not assign or transfer your rights without our written consent, not to be unreasonably withheld or delayed. No consent is needed for an assignment to a related body corporate, or on a genuine reorganisation or sale of substantially all of your business, provided the assignee satisfies any applicable membership eligibility criteria and you notify us. We may assign on notice, provided the assignee assumes our obligations in writing and your rights are not materially reduced.

9.4 Entire agreement. These Terms and, where you have one, your Membership Agreement are the entire agreement between us about the Portal. For Associate Members they also include the tier description and eligibility criteria published when you applied. Nothing in this clause limits any liability for misleading or deceptive conduct.

9.5 Other. We may send notices by email to the address on your account or in the Portal, taken to be received the next business day. Nothing here creates a partnership, joint venture, employment or agency relationship. If any part is unenforceable, it is severed and the rest continues, and a failure to enforce a right is not a waiver. These Terms are governed by the laws of South Australia, and each party submits to the non-exclusive jurisdiction of its courts and those hearing appeals from them.

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EFWA-POLIT01-02	2	09/10/2026	CEO	Prepared 08/10/2026. Added Associate Membership auto-renewal, renewal reminders, cancellation and failed-payment provisions; clarified GST treatment.	CFO	09/10/2026	09/10/2027