



## Terms of Use

These terms of use ('Terms') apply to the website at [aasm.org.au](http://aasm.org.au) or any other site that we may use from time to time ('Site'). You can print off these Terms, or store them in your computer, for future reference. Please read them carefully. By accessing and using the Site you agree to be legally bound by these terms. If you do not wish to accept these Terms, then please do not use the Site.

1. ABOUT US: The Site is provided by the **Australian Association of Social Marketing Inc.** ('we' / 'us').
2. THE SITE: We reserve the right to change the way the Site works from time to time and to withdraw any features or content provided on the Site without giving notice.
3. USE OF THE SITE:
  - a. You may access the Site solely for your own personal use. You must not use any content provided on the Site for any illegal purpose.
  - b. In particular, you may not use the Site for any of the following purposes:
    - i. disseminating any unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, or otherwise objectionable material or otherwise breaching any laws;
    - ii. transmitting material that encourages conduct that constitutes a criminal offense, or otherwise breaches any applicable laws, regulations or codes of practice;
    - iii. interfering with any other person's use of the Site; or
    - iv. making, transmitting, or storing electronic copies of materials protected by copyright without the permission of the owner.
  - c. If you breach this provision, you will be responsible for any losses and costs resulting from your breach.
  - d. We may terminate your use of the Site with immediate effect if you breach any of these Terms.
  - e. If you choose to access the Site from outside Australia, you do so on your own initiative and are responsible for compliance with local laws.
4. SERVICE ACCESS
  - a. While we try to ensure that the Site is normally available **24** hours a day, we cannot be held responsible if for any reason the Site is unavailable at any time or for any period.
  - b. We reserve the right to suspend access to the Site at any time for operational, regulatory, legal, or other reasons.
  - c. Access to the Site may be suspended temporarily and without notice in the case of system failure, maintenance, or repair or for reasons beyond our control.

- d. Although we make all reasonable efforts to ensure that the server that makes the Site available is bug- and virus-free, we cannot provide any guarantee in this respect.
- e. You are responsible for obtaining Internet access to the Site from where you are in order to use the Site. We cannot be held responsible for your failure to access the Site from any location or browser. Any access fees incurred in reaching the Site (e.g. dial up charges) are your responsibility.
- f. Owing to the nature of the Internet and the fact that your access to the Site involves functionality outside our control, we cannot be held responsible for technical problems that you may experience with the Site.
- g. While we try to use all reasonable care in providing access to the Site, we cannot be held responsible for any corruption or loss of data held on your computer, or any damage caused to your computer resulting from your use of the Site.

## 5. INTELLECTUAL PROPERTY RIGHTS

- a. All intellectual property rights in any part of the Site are owned by or licensed to the Australian Association of Social Marketing Inc. No intellectual property right in any part of the Site is intended to, and it shall not be deemed to, transfer to any person who accesses the Site.
- b. We may at our own discretion and without giving notice alter, remove, or suspend any part of the Site. In no event will we be liable for any loss or damage arising as a result of modifications made to the Site.

## 6. DISCLAIMER OF LIABILITY

- a. We will not have any liability arising out of or in connection with the use of the Site or its non-availability for:
  - i. any business losses (such as loss of profits, business, contracts or goodwill); or
  - ii. any matters due to any events outside our reasonable control; or
  - iii. any unforeseeable losses or damages.
- b. We will not have any liability in respect of any content submitted by you or by any other member.
- c. We will not be responsible for any failure of electronic messages or images sent through the Site to reach your intended recipient.
- d. We will not have any liability for any mistakes, errors, omissions, or a virus in the Site, which may affect the Site to the extent that it is outside our reasonable control.
- e. We will not be responsible for any material downloaded or otherwise obtained through use of the Site. You will solely be responsible for any damage to your computer system stemming from any losses, which might result from the download of such material.
- f. Your correspondence and any dealings with third parties or other members are solely between you and that third party or Member(s) in question. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.
- g. We do not seek to exclude or limit our liability for death or personal injury caused by negligence, or for fraudulent misrepresentation, or any other liability which may not be excluded by law.

- h. We will have no liability arising from any link being placed on the Site to another website which we are not responsible for.

**7. RIGHT TO MONITOR:** We reserve the right to (but do not warrant that we will) monitor any activity you undertake while you are using the Site to ensure compliance with these Terms.

**8. COOKIES:** Read our Privacy and Cookies Policy here. For more information on cookies visit: <https://us.norton.com/internetsecurity-privacy-what-are-cookies.html>

**9. NOTICES:** Unless otherwise stated in these Terms, all notices from you to us must be sent by email – details can be found on the [Contact Us](#) page.

**10. Communications from Us**

- a. If We have your contact details, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes and changes to these Terms and Conditions.
- b. We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from Us at any time, it may take up to **14** business days for your new preferences to take effect.
- c. For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us on our contact form.

**11. Changes to these Terms and Conditions**

**a.** We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.

**b.** In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

**12. GOVERNING LAW AND JURISDICTION:** These Terms are governed by Australian law, and you and we agree to submit to the jurisdiction of Australian courts.

**13. CONTACT DETAILS:** If you require further information about us or any content on the Site, please contact us – details on the Contact us page