

## Terms of Use

### 1. Background

- 1.1. These Terms of Use (“Terms”) govern your use of the website located at <http://www.caa.nsw.edu.au/> (“Website”) and form a binding contractual agreement between you, the user of the Website and the Careers Advisers Association of NSW & ACT Incorporated (ABN 58 877 417 536) (“CAA”).
- 1.2. For that reason these Terms are important and you should ensure that you read them carefully and contact CAA with any questions before you use the Website.
- 1.3. By using the Website you acknowledge and agree that you have read and understood these Terms and you agree to be bound by them. If you do not agree to the Terms, you must not use the Website. CAA has alternative methods for membership renewal, joining CAA and registering for professional development activities that do not involve use of the Website.

### 2. Definitions

- 1.4. “Confidential Information” means any information of CAA which is designated as confidential, minutes of the CAA Executive Committee meetings, or any other information which is of a confidential or sensitive nature, which is marked or denoted as confidential or which a reasonable person to whom that information is disclosed, or to whose knowledge the information comes would consider confidential.
- 1.5. “Content” means anything that is uploaded, posted or otherwise transmitted through or generated from the Website or material on the Website. When such content is introduced to the Services by you, it is your Content.
- 1.6. “Intellectual Property” means all intellectual property rights (including, without limitation, all registered and unregistered copyright, designs, trademarks and patents) of any nature in any technology, trade secrets, user lists, user details (including, but not limited to, user emails, telephone numbers and addresses) and user-related information, software, program, inventions, designs, works and subject matter belonging to CAA.
- 1.7. “Membership” means an application to CAA through the Website, for a membership of CAA or a renewal of membership of CAA which includes the application for a username and password for the Website.
- 1.8. “Membership Data” means any information provided by you to CAA in any registration form on the Website or otherwise, including but not limited to joining CAA, membership renewal, and professional development activity registration.
- 1.9. “Services” means the online platform for Third Parties, universities and tertiary institutions to make marketing and other information and Content available to users of the Website, members of CAA, subscribers and other persons, including through newsletter item submissions and calendar entries on the Website.
- 1.10. “Third Party” means an entity other than CAA or its subsidiaries, including but not limited to tertiary providers, Universities, Private Colleges and Registered Training Organisations.
- 1.11. “You” means the user or any other party currently accessing the Services.

### 3. Use of Website

- 3.1. Any access and use of the Website, download of any material from the Website, receipt of any emails generated from the Website newsletter and tertiary calendar systems, completion of any registration or renewal form for Membership and/or contribution of any Content by a user of the Website shall constitute acceptance of the Terms contained herein and any other terms and conditions, notices and disclaimers displayed elsewhere and on the Website.
- 3.2. CAA grants you a non-exclusive, non-transferable licence to use the Website and Services in accordance with the terms and conditions set out in these Terms.

- 3.3. The Website contains links to other websites which contain content added by Third Parties. CAA does not review, endorse, sponsor or approve any such content or any content available on any linked website.
- 3.4. CAA expressly disclaims all liability for any Content transmitted or posted on the Website, or otherwise transmitted to any user of the Website by any other means (including but not limited to email communication, entries on the tertiary calendar system and any newsletters produced), or by any person, including your reliance on such Content.
- 3.5. You acknowledge and agree that:
  - (a) CAA retains complete editorial control over the Website and Content and may alter or amend Content or cease the operation of the Website at any time in its sole discretion without notice to the user; and
  - (b) the Website will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).
- 3.6. You acknowledge that CAA does not provide any warranties in relation to, and does not guarantee:
  - 3.6.1. the completeness or accuracy; and
  - 3.6.2. the suitability or fitness for purpose of any, information or Content on the website or otherwise generated from Content submitted via the Website such as newsletters and calendar event information, including information provided by contributors or a Third Party at any particular time.
- 3.7. You agree and acknowledge that you accept sole responsibility associated with the use of the information on the Website or as emailed or otherwise communicated to you

#### **4. Conduct and Obligations**

- 4.1. By accepting these Terms, you represent and warrant that you:
  - (a) will provide, or have provided, and will maintain and promptly update the Membership Data and ensure that information provided is accurate, current and complete; and
  - (b) will maintain the security and confidentiality of your user account, login details, password and identification and will promptly notify CAA of any breach in security.
- 4.2. You are solely responsible for the Content and all activities that occur under your Membership. You agree not to upload, post, or otherwise transmit Content that:
  - (a) is inaccurate, incomplete, misleading, deceptive, incorrect, harmful, obscene, pornographic, defamatory, racist, sexist, threatening, violent, offensive, abusive, vulgar, profane, indecent, unlawful, harassing, or otherwise objectionable to CAA or other users of the Website, including any Content which is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation and/or any physical or mental disability;
  - (b) exploits another person in any manner;
  - (c) includes unauthorised disclosure of personal or other information;
  - (d) advertises services for non-individuals or for any other reason which is not aligned to the purposes for which the Services are intended;
  - (e) violates or infringes anyone's intellectual property rights; and/or
  - (f) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- 4.3. CAA may, but is not obliged to, at any time request a form of identification to verify your identity and/or your compliance with these Terms.
- 4.4. CAA reserves the right to edit or remove Content that violates these Terms or for any other reason it deems necessary in its absolute discretion but shall not be held liable for such removal or editing or its failure to do so.

4.5. CAA may record and store information relating to your Membership, including any complaint made against you. CAA reserves the right to disclose any information as necessary to satisfy any applicable law, legal requirement, police investigation or request from a Government authority.

## **5. Confidential Information**

5.1. You agree to keep confidential the Confidential Information of CAA and to use or disclose such information only for the purposes as authorised by CAA.

5.2. The obligations of confidentiality in clause 5.1 will not apply to information which:

- (a) is generally available in the public domain except where such availability is as a result of a breach of these Terms;
- (b) was known prior to the disclosure of the information by you; or
- (c) is required to be disclosed by an applicable law or court order.

## **6. Intellectual Property Rights**

6.1. Nothing in these Terms constitutes a transfer of any Intellectual Property rights. You acknowledge and agree that, as between you and CAA, CAA owns all Intellectual Property rights in the Website.

6.2. By using the Services, posting or adding any content onto the Website, you grant CAA a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that Content in any way (including, without limitation, reproducing, changing, and communicating the Content to the public) and permit CAA to authorise any other user of the Website to do the same thing.

6.3. You represent and warrant to CAA that you have all necessary rights to grant the licences and consents set out in clause 6.2 and to upload and submit the information and Content provided.

6.4. You must obtain express written permission from CAA if you wish to reproduce any aspect of the Website or other Intellectual Property owned by CAA.

## **7. Termination and Suspension**

7.1. The Terms will continue in force until such time that they are varied or replaced, but CAA may terminate the Terms or the Website at any time and without prior Notice.

7.2. CAA may suspend or terminate any user from using the Website without Notice.

7.3. CAA reserves the right to change or discontinue any service or feature on the Website in whole or in part at any time in its sole discretion.

7.4. CAA reserves the right to change pricing for any chargeable Services or feature on the Website at any time, and will provide Notice in accordance with these Terms where the price is varied.

## **8. Limitation of Liability**

8.1. You will be responsible for and will indemnify CAA against liability for all loss, damage or injury to persons or property caused by you, or your employees or agents, and the amount of all claims, damages, costs and expenses which may be paid, suffered or incurred by CAA in respect of any such loss, damage or injury will be made good at your expense.

8.2. CAA is not liable to you in respect of any losses suffered or incurred by you arising out of or in connection with the provision of the Services, including but not limited to, reliance on the information or Content on the Website.

8.3. You shall be liable for any loss, damage or injury to any party or parties (including CAA and other users of the Website) resulting from your negligent acts or omissions through your use of the Services and the Website including any information and Content provided and shall indemnify and keep indemnified CAA against any claim or claims made against it.

- 8.4. You agree to hold CAA harmless in connection with any dispute or claim that you make against any other user of the Website.
- 8.5. Without limitation to the foregoing, you agree that CAA's maximum liability to you (if any) arising out of any kind of legal claim or action in any way connected to the Services or the Website is limited to \$100.00.
- 8.6. Despite any other term and to the maximum extent permitted by law, CAA will not bear any liability to you for direct or indirect consequential loss including loss of profits, loss of business opportunities or loss of goodwill howsoever arising (including in negligence).
- 8.7. If the Services are supplied to you as a 'consumer' of services within the meaning of that term in the Australian Consumer Law, CAA limits its liability in respect of all claims, at its option, to
  - (i) the supply of the Services again; or
  - (ii) the payment of the cost of having the Services supplied again.

## **9. Disclaimer of Warranties**

- 9.1. You acknowledge that CAA makes no representation or warranty:
  - (a) that your access to the Website (including any Third Party applications or payment platforms on the Website) will be, timely, secure, uninterrupted and/or error-free;
  - (b) that any defects on the Website will be corrected;
  - (c) that any information disclosed on the Website will be accurate, up to date, complete or useful;
  - (d) that Website or the server which stores and transmits the Website to you are free from viruses or any other harmful components; and/or
  - (e) about the accuracy, reliability or completeness of information on the Website.

## **10. Assumption of Risk**

- 10.1. You agree and understand that you assume all risks when using the Website, including without limitation any and all of the risks associated with any online or offline interactions with other users of the Website and all risk for any damage to your computer system or loss of data.

## **11. Indemnification**

- 11.1. You agree to indemnify, and continually indemnify, CAA in relation to all claims, actions, liabilities, costs, losses and expenses (including legal costs on a full indemnity basis) that CAA incurs as a result of your use of the Services, the Website, and Content and information on the Website or generated from the Website (including newsletters and calendar event information), and/or from your failure to comply with these Terms.

## **12. Advertisements and Promotion**

- 12.1. CAA may run sponsored advertisements and promotions from a Third Party on the Website. Your correspondence or business dealings with, or participation in promotions of advertisers other than CAA found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such Third Party.
- 12.2. You agree and acknowledge that CAA is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of Third Party advertisers on the Website.

## **13. General**

- 13.1. These terms prevail in the event that anything in, or associated with, the Website is inconsistent with these Terms.

- 13.2. If a provision of these Terms is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 13.3. These Terms and any contract to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the courts of New South Wales.
- 13.4. CAA shall be under no liability whatsoever to you for any direct or indirect losses and/or expense (including loss of profit) suffered by you arising out of a breach by CAA of these Terms, including CAA's negligence.
- 13.5. The failure by CAA to enforce any provision of these Terms shall not be treated as a waiver of that provision, nor shall it affect CAA's right to subsequently enforce that provision.
- 13.6. CAA may provide any notice required under these Terms by publishing the notice on the Website ("**Notice**").
- 13.7. CAA may amend or vary these Terms at its sole discretion by giving Notice. The varied Terms are to take effect immediately upon Notice being given. Your continued use of the Website after any variation of these Terms will be deemed to constitute your acceptance of the varied Terms. If you do not accept the varied Terms, please discontinue your use of the Website and/or terminate your Membership.
- 13.8. A reference to an amount of money on the Website is a reference to that amount in Australian dollars.