

## **CCF SA Website Terms**

### **1. Introduction**

Welcome to Civil Contractors Federation SA Branch (**CCF SA**)'s website, available at <http://ccfsa.com.au> (**Website**). By using or browsing this Website, you agree to these Terms (**Terms**). If you do not agree to these Terms or any part of these Terms you must not use this Website.

These Terms apply to every person who uses our information, documents, software, and any other products and services that we might provide through this Website (collectively **Services**).

For the purposes of these Terms, "us", "we" and "our" refer to CCF SA.

These Terms must be read in conjunction with any other applicable terms (including our Privacy Policy available at <http://ccfsa.com.au/wp-content/uploads/CCF-SA-Privacy-Policy.pdf>) governing the use of this Website.

In using this Website you warrant that you have read, accepted and will comply with these Terms. You must be over 18 years old to purchase any of our Services.

### **2. Amendment to terms**

We might amend these Terms from time to time. Revised Terms will apply to the use of the Website from the date of publication of the new Terms on this Website. You must check regularly this page prior to using the Website to ensure you are aware of any changes. If you continue using the Website you agree to be bound by the Terms as amended from time to time.

### **3. Limitation of liability**

We make no warranties or representations about the Website or any linked website. We do not accept responsibility and will not be liable for any direct or indirect loss or damage you might incur in relation to your use of or reliance on information contained or accessed through the Website and any linked website. We do not guarantee that the Website will not cause damage or is free from viruses or any other defects or errors. Your use of, or reliance on any content or information on the Website and linked websites is entirely at your own risk.

### **4. Linked websites and advertisements**

The Website contains links to other websites which are not controlled by us (linked websites). Those links are provided for convenience only, do not constitute a recommendation or endorsement and visitors to the Website.

We make no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any material or advertising on linked websites. We are not responsible for the availability of these linked websites. You should refer to the relevant external site or advertiser for information on its products or services.

You must not create or maintain any link from another website to the Website without our written consent.

### **5. Copyright**

Except for any copyright included in the Website under a licence or agreement, all the information contained on the Website is owned by or licensed to Civil Contractors Federation (CCF). All rights are reserved. Other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1968 (Cth) and similar legislation which applies in your location, and except as expressly authorised by these Terms, you may not in any form or by any means:

- adapt, reproduce, frame, store, distribute, display, perform, publish or create derivative works from any part of this Website; or
- commercialise any information, products or services obtained from any part of this Website; without our written permission.

## **6. Trade Marks**

Except where otherwise specified in writing, any word or device to which is attached the TM or ® symbol is a trade mark. Nothing contained on this website shall be construed as granting any licence or right to use any trade mark without our prior written permission.

You must not use any of CCF trade marks:

- in or as the whole or part of CCF trade marks;
- in connection with activities, products or services which are not ours;
- in a manner which may be confusing, misleading or deceptive; or
- in a manner that disparages CCF, us or our information, products or services (including this Website).

## **7. Membership**

We reserve the right to terminate your membership at any time if we believe that you have breached any of these Terms, or that any of the information that you have submitted to us (whether during the process of registering as a member or otherwise) is untrue.

By registering as a member, you agree to abide by the following Terms:

- you are responsible for protecting the confidentiality of your password;
- you must not provide any information (whether during the registration process or otherwise) that is false or otherwise misleading;
- you agree to provide current, accurate and up-to-date information about yourself as required under these Terms, and to keep any information that you have provided to us (whether during the registration process or otherwise) updated so that it remains accurate;
- you must not use the Website to engage in any conduct that is unlawful, obscene, defamatory, vilifying, racist, harassing, threatening, abusive, unlawfully discriminatory, offensive, objectionable or inappropriate, or might cause harm of any kind to any person or to property or which might encourage illegal activities (including by sending, uploading, providing links to or otherwise making material available through the Website);
- you must not use the Website to breach any laws or send, upload or link to any information or material that you are not legally entitled to (including confidential information of any person or information about minors that it is unlawful to disclose);
- you must not use the Website to stalk or harass other Website users or any other persons;
- you must not create more than one member profile;
- you must not use your member profile for commercial gain;
- you must not post or transmit any material in which the copyright is owned by another person or entity and you warrant that all material posted is your original work and not sourced from any third party;

- you must not post any material which contains viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware;
- you agree not to disrupt the flow of dialogue or otherwise act in a manner which negatively affects other members or users;
- you must not impersonate any other person;
- when you submit information or material for publication on the Website, you grant us an irrevocable licence to edit, condense, publish, use and communicate that information or material to the public;
- you agree not to transmit any unsolicited advertising or promotional materials to other members using contact details or other information found on this Website;
- you agree that you will only publish advertising or promotional materials within the areas of the Website that we designate (and then only in accordance with these Terms and any other document referred to in them).

## **8. Services**

If you are a CCF SA member you have access to a range of Services depending on your membership status. CCF SA members might be entitled to purchase products and services at discount from the secure areas of the Website. The Website uses secure payment data stored in PayStream. The following payment options are available:

- Direct Bank Transfer
- Cheque Payment
- PayPal
- Visa, Mastercard

All prices are accurate at the time they appear on the Website. However, we reserve the right to change prices at any time.

All prices are GST inclusive.

We do not guarantee the availability of the Services advertised in the Website at all times. CCF SA membership applications are subject to CCF SA Board's approval. We do not guarantee that your application for a CCF SA membership will be accepted. Your payment will be refunded if you purchase a Service that is no longer available or your CCF SA membership application is rejected.

We do not guarantee quality, accuracy, merchantability or fitness of any product or service offered by CCF SA members and advertised on the Website. We are not responsible for services or products offered by CCF SA members to CCF SA members or the general public.

## **9. Privacy**

We collect and use any personal information in accordance with the terms of our Privacy Policy available at <http://ccfsa.com.au/wp-content/uploads/CCF-SA-Privacy-Policy.pdf>, which forms part of these Terms.

## **10. Indemnity**

You agree to indemnify us and keep us indemnified against all actions, claims, costs, demands, damages or liability arising in any manner from a breach by you of these Terms.

## **11. Security of Information**

Unfortunately, data transmissions over the Internet cannot be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information that you transmit to us. Accordingly, any information that you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

## **12. Termination of Access**

Access to this Website may be terminated at any time by us without notice. These Terms will nevertheless survive any such termination.

## **13. Governing Law**

These Terms are governed by the laws in force in the State of South Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction. If users access the Website from outside Australia they accept responsibility for ensuring or confirming compliance with all laws in that jurisdiction that apply to them as a result of that access or any consequent transactions or dealings with us, the Website or other users.

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