

## Website Terms of Use

### 1. Agreement, Parties, Applicability

The Australian Information Security Association (**AISA**) is a public company limited by guarantee and registered as a charity and not-for-profit. The charitable purpose relied upon is set out in section 12 of the Charities Act 2013 as “*advancing the security or safety of Australia or the Australian public*”.

To achieve its purpose AISA is governed by a Constitution, under the direction of an operational Board, with representation across Australia in all major centres, comprising Branch Committees, headed by Branch Chairs. These management structures provide for a direct relationship with AISA Members.

Our Website is provided primarily for information purposes, to tell You about Us and the services We provide to AISA Members and the public in support of Our purpose. Please see also Our Email Legal Notice and Privacy Policy which are related notices.

This Website Terms of Use Agreement (**Agreement**) is a legal Agreement between You as a visitor to the AISA Website located at [www.aisa.org.au/informationlegal.com.au](http://www.aisa.org.au/informationlegal.com.au) and Us, the registered owners of the Website. If You do not agree to these terms, must not use the Website. Continued use means that You agree.

### 2. Commencement, Availability, Termination

This Agreement commences when You first visit the Website and continues until changed or terminated by Us. We reserve Our rights to change or discontinue any aspect of the Website including the Terms of Use. It is Your responsibility to ensure that You read and understand the Terms of Use which are made available in English only.

### 3. Intellectual Property

The Website includes intellectual property such as domain name, copyright, trade mark, and design, protected under Australian law and international agreements. We own or are licensed to use this intellectual property. We grant You a limited license to make a temporary electronic copy of all or part of the Website and to print limited hard copy versions for Your personal use providing that all material is properly attributed. You may not commercially exploit, modify, claim ownership of, link to or incorporate Our Website content elsewhere without Our prior written consent.

### 4. Website Information and Records

We are committed to complying with legal, business and evidential requirements for information and records. We make reasonable efforts to ensure that the information You provide to Us through the Website and related email functionality is secure and processed in accordance with Our Privacy Policy. It is Your responsibility to keep records and backups of Your information.

### 5. Acceptable Use of Website and Email Functionality

You agree to the acceptable use of Our Website and the email functionality connected with the Website. You undertake not to use these services in an unlawful way or in any way that interferes with Our or other visitors' use and enjoyment of, or access to these services. You agree that You are personally liable for the consequences of the improper use of these services and failure to comply with law. If You are aware of unacceptable use by a third party, please contact Us on [legal@aisa.org.au](mailto:legal@aisa.org.au) and tell Us about it.

## **6. Access, Monitoring, Interception and Privacy**

To comply with law and in line with international standards and best practice relating to the use of information technology, We may access static records and, monitor and intercept live communications and Website activity (blocking, filtering, scanning etc.). While You have Our assurance that We will do this in compliance with law, and to manage business risk, You agree that You have no expectation of privacy in this regard.

## **7. Communication**

You agree that We may approach You or send You information including, information about Our services. You will always have the choice to inform Us in writing that You do not want Us to communicate with You and/or to opt-out of these communications.

## **8. Damages Arising from Email from AISA**

Information technologies including telecommunication systems and networks expose AISA to dynamic security and business risk. AISA manages this risk in accordance with Australia law and through its policies, procedures and guidelines to prevent unauthorised access to or abuse of its systems and networks. While AISA is committed to a reasonable standard care and diligence, AISA cannot and will not be liable for damages arising from the use of its Website which are beyond its control.

## **9. Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New South Wales, Australia.

## **10. Complaints and Alternative Dispute Resolution**

You agree to submit all complaints relating to this Agreement to Us first, so that We have an opportunity to resolve Your complaint before You proceed to any relevant authority. Please direct all complaints to [legal@aisa.org.au](mailto:legal@aisa.org.au). Subject to the above, You agree to confidential arbitration prior to proceeding to court or other forum. You expressly acknowledge that the arbitration proceedings agreed to prevent You from entering into a class action lawsuit against Us in relation to any dispute arising from this Agreement unless you first follow this arbitration process. Nothing in this Agreement prevents either Us or You from approaching a court of competent jurisdiction for an interdict or for relief on an urgent basis.

## **11. Enforceability**

You Agree that any electronic record, message, copy, printout or extract of these, signed by one of Our personnel will be absolute proof of the contents of the record, message, copy, printout or extract. No failure or delay by Us or You to exercise a right in this Agreement shall prevent Us or You from exercising Our rights in future. If a term of this Agreement is invalid, unenforceable or illegal, the remaining terms shall continue in full force and effect unless the invalidity, unenforceability or illegality goes to the root of this Agreement.

## **12. Limitation of Liability, Indemnity, No Warranty**

You agree that the Website is provided on an “as is” and “as available” basis and that Your use of this Website is at Your sole discretion and risk. You agree that We will not be liable for any direct, indirect or consequential damages suffered by You arising from Your visit to the Website, this Agreement or otherwise. We will take reasonable care to ensure the accuracy of information and the availability of the Website, but make no representations, warranties or guarantees in any way because it is provided for general information purposes only and at Our discretion alone. To the fullest extent permissible in law, You hereby unconditionally and unreservedly indemnify and hold Us, Our Directors, Branch

Committees, Branch Chairs, employees, consultants, agents, licensors and service providers, harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whenever arising from Your use of Our Website.

### 13. Links to External Third Party Websites and Social Media

For Your convenience, We provide links to external third party websites and various social media resources. You agree that this does not mean that We endorse these, and that You are entirely responsible for Your use and access to all other websites and media. The terms and conditions pertaining to the external third party Websites and media themselves will prevail where relevant.

### 14. Skill, Diligence, Care

We will exercise reasonable skill, diligence and care as may reasonably be expected from a similar website provider.

### 15. Company Information

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| Name   | Australian Information Security Association (AISA)       |
| Physical address and the address for receipt of legal service of documents | Level 8, 65 York Street, Sydney, NSW., 2000. Australia   |
| Postal address   | Level 8, 65 York Street, Sydney, NSW., 2000. Australia   |
| Phone numbers  | +61 (02) 8076 6012                                       |
| Website address  | <a href="http://www.aisa.org.au">www.aisa.org.au</a>     |
| Email address  | <a href="mailto:legal@aisa.org.au">legal@aisa.org.au</a> |
| ABN  | 181 719 35 959   |
| Directors  | Damien Manuel (Chair)                                    |
|  | Alex Woerndle (Vice Chair and acting Secretary)          |
|  | Anne McNamara  |
|  | Helaine Leggat   |
|  | Kelly Taylor   |
|  | Lisa Musladin  |
|  | Karl Vogel   |