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# American Australian Association Limited: website terms and conditions

This website (the **Website**) is maintained by American Australian Association Limited (ACN 119 727 847) (**AAA**).

Your use of this Website is governed by the provisions contained in these Terms and Conditions (the **Terms and Conditions**). Please take the time to review them. By using or accessing the Website you agree to be bound by these terms. If you do not agree to these Terms and Conditions, you may not access or otherwise use the Website. By accepting these Terms and Conditions and for the purposes of the *Spam Act 2003* (Cth), you agree to us sending you certain types of emails. Please read below for more information.

## 1. Use Of The Website

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You may access and use the Website solely pursuant to these Terms and Conditions for your personal, non-commercial use. Any other use requires prior written consent from us, which we may grant or withhold in our absolute discretion.

## 2. Registration and Passwords

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You may access the site anonymously as a visitor and will not be required to provide personally identifiable information. However, in order to access certain services and content on the Website, you may be required to register for permission to log-in to the Website. You must provide accurate and correct information when registering to register for permission to log-in and may not use any aliases or other means to mask your true identity. During registration, you may be required to choose a password to use with your email address. The password provided should be safeguarded at all times. You are responsible for the security of your password and will be solely liable for any use or unauthorized use under such password. We may suspend or terminate your permission to log-in to the Website at any time with or without notice.

## 3. Unauthorized Use

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You may not use spiders, robots, or other automated data mining techniques to catalogue, download, store, or otherwise reproduce or distribute content available on the Website. You may not take any action to interfere with the Website or any other user's use of the Website, including, without limitation, via means of overloading, "flooding," "mail-bombing," or "crashing" the Website. You must not send any email to any person, including promotions and/or advertising of products or services, through the Website without the recipient's prior consent or forge or mask your true identity in any email or posting. You must also comply with all applicable laws, including but not limited to the *Privacy Act 1988* (Cth) and the *Spam Act 2003* (Cth). You may not frame portions of the Website within another website, establish a link from this Website to any other website, alter the appearance of the Website, or establish links from any other website to any page of the

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Website other than the home page. You are prohibited from posting or transmitting any threatening, libellous, defamatory, obscene, scandalous, or inflammatory material, or any material that could otherwise violate any law. AAA will fully cooperate with any law enforcement authorities or court order requesting or directing AAA to disclose the identity of anyone posting any such information or materials.

#### **4. Intellectual Property**

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All pages and content within this Website, including but not limited to: HTML code, software, text, graphics, audio, video, photographs, surveys, logos or other materials are the intellectual property of, or are authorised for use by, AAA and its licensors, business partners, and affiliates, including all trade marks, service marks, copyrights, patents, and trade secrets contained therein. Except as expressly permitted in these Terms and Conditions, you may not modify, copy, reproduce, create derivative works, republish, display, up-load, post, transmit, or distribute in any way, content available on this Website, including, without limitation, fonts, icons, link buttons, wallpaper, and desktop themes, without the prior written consent of AAA.

#### **5. Products and Services**

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From time to time AAA may provide products or services in connection with this Website. The purchase of such products or services will be subject to any additional terms, conditions, rules, guidelines, or agreements that are provided to you at the time of purchase.

#### **6. Technical Issues**

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You must take your own precautions to ensure that the process which you employ for accessing this web site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this web site or any linked web site.

#### **7. Third-Party Information**

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This Website may contain:

- (a) links to other websites not maintained by AAA; or
- (b) information about products or services of third parties.

AAA does not independently verify the business practices of these third parties and makes no warranties on their behalf. The availability of any link or reference to any third party will in no way constitute an endorsement by AAA of such third party. We encourage you to be aware when you leave our Website and to read the terms and conditions of each and every website that you visit. The information contained on this Website is for informational

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purposes only. The views and opinions expressed on this Website are not necessarily those of AAA.

## **8. Communications with AAA**

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Any communication or material you transmit to AAA by electronic mail (***email***) or otherwise, including any data, questions, comments, panel responses, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. Except to the extent expressly covered by our Privacy Policy, AAA or its affiliates may use anything you transmit or post for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, AAA is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Website without compensation and for any purpose whatsoever, including but not limited to, developing, manufacturing, and marketing products and services using such information.

## **9. Privacy & Spam**

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AAA takes your privacy and the confidentiality of your personal information very seriously. Our Privacy Policy forms part of these Terms and Conditions. For further information about how we handle and use information collected from you and when and for what purposes we or our agents or contractors may send you emails, please view our Privacy Policy (see separate link on this Website).

## **10. Cookies**

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A cookie is a small message given to your web browser by our web server. The browser stores the message in a text file, and the message is then sent back to the server each time the browser requests a page from the server.

AAA may use cookies on this website. If you have registered as a user, the main cookie carries your unique identification number to ensure that you remain on your account and are not able to review another user's account. The data in this main cookie is encrypted. Other minor cookies are used, but contain flags that assist with website navigation from one page to another, and do not store any of your personal information.

When cookies are used on this site, they are used to store information relating to your visit such as a unique identifier, or a value to indicate whether you have seen a web page.

They are used to distinguish your Internet Browser from other browsers. This site will not store personal information such as email addresses or other details in a cookie.

Most Internet browsers are set up to accept cookies. If you do not wish to receive cookies, you may be able to change the settings of your browser to refuse all cookies or to notify you each time a cookie is sent to your computer, giving you the choice whether to accept it or not.

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## **11. Security of Information**

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Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. While 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 which 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. However, we do not accept any liability for any interception of information that we transmit to you.

## **12. Disclaimer**

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The Website, including all content or services made available on or accessed through the Website, is provided "as is." To the fullest extent permissible by law, AAA makes no representations or warranties of any kind whatsoever in relation to the content on the Website. Further, AAA disclaims any express or implied warranties, including, without limitation, non-infringement, title, merchantability or fitness for a particular purpose. AAA does not warrant that the functions contained in the Website or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected, or that the Website or the server that makes it available will be corrected, or that the Website or the server that makes it available is free of viruses or other harmful components. To the fullest extent permissible by law, AAA will not be liable under tort, contract, strict liability or other legal or equitable principles for any lost profits, lost data, lost opportunities, costs of cover, exemplary, punitive, personal injury/wrongful death, special, incidental, indirect or other consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether or not either party has been advised of the possibility of such damages.

## **13. Changes**

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All information posted on the Website is subject to change without notice. In addition, these Terms and Conditions may be changed at any time without prior notice. We will make such changes by posting them on the Website and they will take effect immediately upon being posted. You should check the Website for such changes frequently. Your continued access to, and use of, the Website after such changes, conclusively demonstrates your acceptance of those changes.

## **14. Indemnity**

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You agree to indemnify and will keep AAA indemnified for any claim, demand, injury, direct or indirect damage, loss or cost, liability, right of action or claim for compensation in contract, under statute or in tort (including negligence) made against or suffered by AAA in connection with your use of the Website, your breach of these Terms and Conditions or your breach of any rights of third parties.

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## 15. Governing Law and Jurisdiction

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These Terms and Conditions are governed by the laws of New South Wales, even if you are not located or resident in New South Wales. Each party submits to the jurisdiction of courts exercising jurisdiction there, and waives any right to claim that those courts are an inconvenient forum.

## 16. Severability of Provisions

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Any provision of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms and Conditions nor affect the validity or enforceability of that provision in any other jurisdiction.

## 17. Questions

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Should you have any questions regarding these Terms and Conditions you may contact us by email at [infosydney@aaa-us.org](mailto:infosydney@aaa-us.org), or by mail or phone at: +61 2 9338 6988.

### **American Australian Association Limited**

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