

# Australian Cervical Cancer Foundation

## Terms and Conditions

### 1. USE

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This website is owned by and the content is published by Australian Cervical Cancer Foundation ACN 128 546 850 (ACCF). By browsing and using our website and/or signing up to Signup Sister you are agreeing to comply with and be bound by the following terms and conditions of use.

- (a) The information and settings provided in this website are correct at the time of publishing. We take no responsibility for the accuracy of the information and graphics. Some information is obtained from our suppliers and third parties. We take every possible precaution to deliver accurate information, but cannot be held responsible for minor variances that may occur in such information. In the event that any errors or omissions on the website are brought to our attention, we shall endeavour to rectify those errors or omissions as soon as possible. However we will not be responsible for any consequential loss suffered by any users of the website as a result of our errors or omissions.
- (b) The content of the pages of this website is for your general information and use only. We reserve the right to amend or update our website without providing notice to you.
- (c) This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms and Conditions.
- (d) Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- (e) From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- (f) You may not create a link to this website from another website or document without our prior written consent.

### 2. COPYRIGHT

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This website and its content is copyright of ACCF. All rights reserved. Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following:

- (a) You may print or download to a local hard disk extracts for your personal and non-commercial use only.
- (b) You may copy the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material.

- (c) If you require copies of any images on our website for any other use than for your personal use, you must first obtain our consent in writing as some images are subject to a licence.

### **3. SYSTEM INTEGRITY**

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- (a) You must not, by the use of any device, software, action or instruction, interfere or attempt to interfere with the proper working of the Website or any online auction being conducted on the Website.
- (b) You must not disclose or share any confidential information, including your password to or with any third parties or use any such information for any unauthorised purpose.
- (c) You are solely responsible for your transmissions through the Website.
- (d) You must be open and honest in all your communications through the Website.
- (e) You must not use the Website for illegal purposes.
- (f) You must comply with all laws, regulations, policies and procedures in relation to your use of the Website.
- (g) We reserve the right to determine whether or not you are in default of the Terms and Conditions and may, in our sole discretion, immediately terminate your Account and use of the Website then we believe that you are in default of the Terms and Conditions.
- (h) We agree to always act reasonably when exercising our right to terminate your Account in relation to the Website.

### **4. REGISTRATION**

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- (a) Only registered users are entitled to use the Website and/or Signup Sister. You must register to receive an Account and may then use the Website and/or Signup Sister. By registering you agree to the Term and Conditions.
- (b) "Signup Sister" is a service whereby ACCF offers to send a reminder SMS to a nominated mobile phone number, prompting the recipient to seek a Pap Test at dates or intervals nominated by you.
- (c) Signup Sister is a reminder only and is not intended to constitute or replace the advice of a medical practitioner or any other reminder system. At all times you should follow the advice of your medical practitioner.
- (d) ACCF reserves the right to cancel, change or transfer Signup Sister to another provider with or without notice.
- (e) ACCF is not responsible for ensuring that the mobile phone number provided is current or correct. ACCF is not responsible for ensuring a mobile phone is capable of receiving reminders whether due to lack of signal coverage, an unpaid phone bill or otherwise.
- (f) You must be open and honest when registering your details and obtaining an Account.

- (g) It is your obligation to update your details on your Account.
- (h) We are not responsible for any loss or damage (including misdirected emails or deliveries) which may occur because you have not provided us with complete, accurate and current information.
- (i) Upon registering your Account you will receive a user name and password.
- (j) You are responsible for the security of your user name and password and Account.
- (k) We will assume that anyone using your user name and password is authorised by you.
- (l) You must notify us immediately if you become aware of any unauthorised use of your user name or password or of any other security breach.
- (m) We will contact you by email and/or SMS for the following purposes:
  - (i) newsletters and other promotional events and offers;
  - (ii) fundraising;
  - (iii) reminder alerts for pap smears; and
  - (iv) requests to participate in customer feedback
- (n) We accept no liability for any loss or damage incurred if, for whatever reason, you do not receive notifications such as those outlined above.
- (o) When you register your Account you will provide us with personal data, which we will use in accordance with our Privacy Statement.
- (p) We will not sell your personal information to other mailing lists.

## **5. ELIGIBILITY TO PARTICIPATE**

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- (a) You must be able to enter a legally binding contract for you to be able to register an Account and use the Website and/or Signup Sister.
- (b) You indemnify us against any liability, damage, loss or claims resulting from any breach of these terms.
- (c) You warrant that you will not post any information on our blog on our Website that is inappropriate, threatening, defamatory, harassing or obscene.
- (d) For the purpose of the SMS Pap Test Service, you must have a mobile phone with an Australian phone number.

## **6. YOUR INFORMATION**

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- (a) "Your Information" includes any information you provide us at any time, including when you register to use the Website and/or Signup Sister.
- (b) You are solely responsible for Your Information and we may assume that Your Information is being validly used and is correct.

- (c) We may deal with Your Information if, in our absolute discretion, it is necessary.
- (d) You must ensure that Your Information:
  - (i) is true, accurate and complete;
  - (ii) is not false or misleading;
  - (iii) does not infringe any other person's rights or privacy;
  - (iv) is not contrary to any applicable law or industry code of practice;
  - (v) is not defamatory, threatening or harassing;
  - (vi) is not obscene or pornographic; or
  - (vii) does not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming instructions that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- (e) You must not do or allow to be done anything involving the Website which:
  - (i) may be contrary to any applicable law or industry code of practice, or
  - (ii) is prohibited by the Agreement.

## **7. OUR RIGHTS**

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- (a) We may refuse you the right to use the Website if you give information which is untrue, inaccurate or incomplete; or
- (b) If we believe that you have engaged in any form of misleading and deceptive conduct you will be permanently suspended from the Website and any associated accounts and Websites.
- (c) We may suspend, cancel or terminate your access to the Website if you breach or fail to observe the Agreement or for any other reason at our discretion.
- (d) If we suspend your access to the Website, you may not register again.

## **8. FALSE OR MISLEADING CONDUCT**

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- (a) You must not use a false name in respect to your Account.
- (b) We refer fraudulent users to the police and to your internet Website provider.
- (c) You may be sued for any losses suffered by any person arising out of any illegal action.

## **9. OUR RIGHTS UPON BREACH BY YOU**

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- (a) We may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your Account if you breach the Agreement or if we are unable to verify or authenticate any information you provide to us.

## **10. LIABILITY AND INDEMNITIES**

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### **10.1 Our Liability to You**

- (a) We are not responsible for any loss, liability or damage incurred by you as a result of the sending or receiving or the failure to send or receive an SMS under Signup Sister due to any reason whatsoever.
- (b) We provide Signup Sister and the Website without any express or implied warranty.
- (c) We are not liable for any lost profits or any special, incidental or consequential damages (however arising, including negligence) arising out of or in connection with the delivery of the Website or Signup Sister.
- (d) We do not guarantee continuous, uninterrupted or secure access to the Website.
- (e) You acknowledge that the internet can be an unstable and, sometimes, insecure environment and that the Website may at times not be available.
- (f) We cannot guarantee that we will notice or be able to prevent any illegal or inappropriate use of the Website.
- (g) We cannot guarantee the preservation of any record, particularly after the provision of the Website to you has been suspended, cancelled or terminated and may delete information at our sole discretion and without notice to any person.

## **11. INDEMNITIES**

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- (a) You waive, release, discharge and relinquish any and all claims that you now have or may have against us, our affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents and representatives which are connected with, arise out of, relate to or are incidental to the use of the Website and/or Signup Sister.
- (b) You agree to indemnify and defend us, our affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents and representatives ("the Indemnified Parties") harmless from and against any and all claims, loss, damage, tax, liability and/or expense that may be incurred by the Indemnified Parties arising out of or in connection with the performance of their obligations as described in the Agreement including the legal costs, fees and expenses of defending ourselves against any claim by any or all of the parties to any transaction and/or by any other person and/or as a result of your negligent act or omission on a full indemnity basis.
- (c) You further agree to indemnify and hold us, and the Indemnified Parties harmless from any claim or demand, including legal fees on a full indemnity basis, made by any third party due to or arising out of a breach of the Agreement by you, or the infringement by you, or other user of the Website or Signup Sister using your user name and password, of any intellectual property or other right of any person or entity.

## **12. PRIVACY**

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- (a) Our Privacy Statement (as it appears from time to time) is available on the Website.
- (b) We will take all reasonable steps to abide by this policy and all users of the Website agree to with the policy when using this Website.

- (c) If you do not agree to the collection of this information and the other information specified in the Privacy Statement, then you may not use the Website.
- (d) By registering with the Website and accepting the Agreement, you also consent to:
  - (i) the collection of a variety of personal information which is specified in greater detail in the Privacy Statement, including your address, gender, date of birth, contact details; credit card details, bidding and buying activities; and your use of our Website generally;
  - (ii) the use of your personal information for certain purposes specified in greater detail in the Privacy Statement, including internal use for improving the Website, meeting our obligations under State and Federal laws, statistical analysis of usage of our Website to improve the Website, to utilise our content and product offerings and deliver promotional material to you and administrative purposes connected with the Website.
- (e) We may disclose your information in the circumstances specified in the Privacy Statement.

### **13. COMPLAINTS, CONCERNS & SUGGESTIONS**

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If you have any complaints or concerns about the Website you have received, please contact Australian Cervical Cancer Foundation Inc to address the issue. We also value your feedback and suggestions, please email [info@accf.org.au](mailto:info@accf.org.au).

### **14. GENERAL**

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If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lockout, industrial action, fire, flood or other event beyond the reasonable control of the other party.

These Terms and Conditions are current as at 28 September 2012.

These Terms and Conditions may be changed at any time by ACCF with or without notice.