

WEBSITE TERMS OF USE

AUSTRALASIAN SOCIETY OF AESTHETIC PLASTIC SURGEONS

These Terms apply to the use of this Site. In accessing or using this Site, you indicate that you have read and agree to be bound by these Terms. If you do not accept these Terms, please discontinue using this Site. These Terms must be read in conjunction with any other applicable terms and conditions governing the use of this Site.

DEFINITIONS

"**ASAPS**" means the Australasian Society of Aesthetic Plastic Surgeons (ACN 005 415 681) (also referred to herein as "we", "us" or "our");

"**Content**" means the written, visual and audio information and other content published on the Site;

"**Member**" means a member of ASAPS;

"Privacy Policy" means the ASAPS privacy policy published on the Site;

"**Site**" means the website <http://asaps.org.au/> and any other websites on which these Terms appear;

"**Terms**" means these terms and conditions; and

"**You**" means the person, jointly and severally if more than one, using the Site.

APPLICATION OF THE TERMS

1. This Site is owned and operated by ASAPS.
2. Through this Site you can:
 - A. access the Content;
 - B. apply to be a Member of ASAPS;
 - C. access Member only Content and material;
 - D. enquire about or register to attended conferences, seminars and events linked through the Site.
3. ASAPS may amend these Terms from time to time without notice. Any amendment will be effective immediately upon being posted on this Site. Your continued use of this Site after any amendment becomes effective will constitute your agreement to be bound by these Terms, as amended.
4. ASAPS reserves the right to vary or modify the Content or other information contained on or available through this Site, to change or discontinue any feature or part of this Site, or to change the hours of availability or requirements to obtain access to this Site, without notice and without liability.

DISCLAIMER

5. The Site provides general information about aesthetic plastic surgery. General information is not a substitute for professional medical advice and treatment. The information on this Site should not be accepted in place of or in preference to a consultation with a member of ASAPS.

6. Any interaction with ASAPS through the Site, including but not limited to the 'Ask a Surgeon' function and any e-mail correspondence, does not replace an in-person consultation with a qualified surgeon. ASAPS recommends that you always obtain specific advice for your individual needs from a member of ASAPS.
7. ASAPS does not warrant, guarantee or make any representation regarding the accuracy, adequacy, reliability, completeness or timeliness of the information available on this Site or that it is suitable for your intended use. The information is provided by ASAPS in good faith on an "as is" basis without warranty of any kind.
8. ASAPS may update the Site from time to time, and may change the Content at any time. Please note that any of the Content on the Site may be out of date at any time, and we are under no obligation to update it.
9. You acknowledge sole responsibility for, and assume all risk arising from, your use of this Site and access of the Content.

MEMBERSHIP

10. You are able to apply to be Member through the Site. As part of your application you will be required to submit certain information in order to complete such registration ("**Registration Information**"). The Registration Information may include, but is not limited to, your name, contact details, credit card details and qualifications.
11. You must keep your Registration Information confidential. You are solely responsible for any loss or damage you or we may suffer as a result of your failure to do so.
12. Upon becoming a Member, you will create a login and password ("**Account**"). Unless stated otherwise, each Account is for a single Member not for multiple users. You are responsible for maintaining the confidentiality and security of your login and password details. You are responsible for any and all activities on this Site which occur under your Account.
13. You are responsible for the content of all Registration Information entered on this Site. All Registration Information you enter must be accurate, complete and not misleading. You are responsible for maintaining and updating your Registration Information.
14. You are responsible for all material and content published or entered into the Site by you or under your Account.
15. You may be requested to provide payment details via the Site to pay your membership fees in the manner specified on the Site.
16. Unfortunately, no data transmission over the internet can be guaranteed as totally secure. Therefore, any payment details you enter in the Site are entered at your own risk. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information provided by you which you transmit to us.
17. If payment is made via a third party payment system, you must abide by any terms and conditions applicable to that payment system.
18. ASAPS may suspend, terminate or prevent your Account and/or your access to any or all of the Site at its sole discretion. Where we suspend, terminate or prevent your registration, you must not attempt to re-register without our prior written consent.
19. You may delete your Account or terminate your registration as a Member at any time by emailing sali@asaps.com.au or calling us on 13000ASAPS (1300027277).

PRIVACY

20. Any personal information ASAPS collects through this Site will be handled in accordance with our Privacy Policy. Our Privacy Policy can be viewed at www.asaps.org.au.

LIMITATION OF LIABILITY

21. ASAPS will not be liable in any way whatsoever (including negligence) for any loss, damage (including incidental, special or consequential damages), costs or expenses suffered, arising out of, or in any way connected with the use of, or reliance on, the Site, to the extent permitted by law.
22. All warranties and conditions (whether express or implied) are hereby excluded to the extent permitted by law. You may have rights under the Australian Consumer Law or other rights in relation to the supply of goods or services that cannot lawfully be excluded by ASAPS (**Non-excludable Rights**). To the extent permitted by law, ASAPS's liability in respect of any Non-excludable Rights shall be limited, at ASAPS's option to:
 - A. the replacement or repair (or the cost of replacement or repair) of any goods provided to you; or
 - B. the supply of any services again, or the payment of the cost of having them supplied again.
23. ASAPS shall have no liability to you for any loss, damage or inconvenience suffered due to the unavailability, withdrawal, corruption or loss of any Content from or on or made available via the Site, or for any use of or reliance on any Content.

THIRD PARTY MATERIAL

24. You may be able to, through hypertext or other links on the Site, gain access to websites or materials which are not owned or operated by ASAPS ("**Third Party Material**") from time to time. Unless otherwise specified, the Third Party Material is not owned by ASAPS and is not under ASAPS control.
25. The Third Party Material may have different terms and conditions and privacy requirements. We strongly advise you to read the terms and conditions and privacy policies of any Third Party Material that you access.
26. You agree that ASAPS is not responsible for examining or evaluating the content or accuracy of the Third Party Material.
27. You acknowledge and agree that ASAPS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third Party Material.
28. You agree that you will not use any Third Party Material in a manner that would infringe or violate the rights of any other party and that ASAPS is not in any way responsible for any such use by you.

INTELLECTUAL PROPERTY

29. You acknowledge and agree that all Content is protected by copyright, trade mark or other intellectual property rights and laws and remains the property of ASAPS.
30. No part of the Content may be copied, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any form or manner without our

prior written consent. However, you may download and print these Terms and the Privacy Policy for your personal non-commercial use.

31. All trade marks and trade names which appear on this Site are proprietary to ASAPS and/or our affiliates. Use of these trade marks without the owner's consent will infringe the owner's intellectual property rights. Nothing in this Site should be interpreted as granting any rights to use or distribute any names, logos or trade marks except with the express written consent of the respective owner.
32. For the avoidance of doubt, unless specified otherwise we are the owner or the licensee of all intellectual property rights in the Site or Content made available to you via the Site. All such rights are reserved. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

SITE MAINTENANCE

33. You acknowledge and agree that from time to time we may need to suspend access to all or a part of the Site, or Content made available via the Site, while we fix defects and errors in the Site, install updates and undertake general diagnosis and maintenance of the Site or undertake emergency maintenance, and that as a result of which the Site applications may be less accessible or unavailable to you from time to time.

USE OF THE WEBSITE

34. You agree to use the Site solely for the purpose of reviewing general information, accessing the Content and accessing and maintaining your Account.
35. You agree that you will not (either yourself or through any third party):
 - A. use any robot, spider, screen scraper, data aggregation tool or other automatic device or process (Automated Process) to process, monitor, copy or extract any web pages on the Site, or any of the information, Content or data contained within or accessible through the Site, without the prior written permission of ASAPS;
 - B. use any Automated Process to aggregate or combine information, content or data contained within or accessible through the Site with information, Content or data accessible via or sourced from any third party;
 - C. use any information on or accessed through the Site for any commercial purpose or otherwise (either directly or indirectly) for profit or gain;
 - D. use any device, software (including but not limited to introducing a virus, a worm or other malicious code), process or routine to interfere or attempt to interfere with the proper working of the Site or any transaction or process being conducted on or through it;
 - E. reverse engineer, reverse assemble, decompile, or otherwise attempt to discover source code or other arithmetical formulae or processes in respect of the software underlying the infrastructure and processes associated with the Site;
 - F. copy, reproduce, alter, modify, create derivative works of, or publicly display, any part of or any content from the Site without the prior written permission of ASAPS; or
 - G. use the Site for any other unlawful purpose or activity.

MISCELLANEOUS

36. These Terms are governed by the laws of New South Wales, Australia. By accessing and using this Site, you agree to submit to the exclusive jurisdiction of the Courts of New South Wales, Australia, and all courts of appeal from them, for determining any dispute concerning these Terms
37. ASAPS' failure to enforce any of these Terms shall not be construed as a waiver of any of ASAPS rights.
38. If any term is unenforceable it shall be read down so as to be enforceable or, if it cannot be read down, the term shall be severed from the Terms without affecting the enforceability of the remaining terms.
39. A notice must be in writing and handed personally or sent by facsimile, email or prepaid mail to the last known address of the addressee. Notices sent by prepaid post are deemed to be received upon posting. Notices sent by facsimile or email are deemed received on confirmation of successful transmission.

May 2017