

# Terms of Use

Thank you for visiting the Asbestos Diseases Society of Australia Inc. (ADSA) website. The following Terms of Use (Terms) govern your use of all websites owned and operated by the Asbestos Diseases Society of Australia Inc. (ADSA) from which a link has been created to these Terms.

If you have any questions about these Terms, you can email us on [info@asbestosdiseases.org.au](mailto:info@asbestosdiseases.org.au)

## Key expressions used in these Terms

Where we refer to the ADSA websites in these Terms, we mean the following websites owned and operated by ADSA including,

- Asbestos Diseases Society of Australia Inc.: <https://asbestosdiseases.org.au/>
- Asbestos Diseases Society Medical Research and Fundraising: <https://fundraise.asbestosdiseases.org.au/>

The Asbestos Diseases Society of Australia Inc. is registered in Australia, ABN 70 388 918 998.

Where we refer to “**ADSA**”, “**we**”, “**our**” and “**us**” in these Terms, we mean the Asbestos Diseases Society of Australia Inc.

## Acceptance

By using ADSA websites, you agree to be bound by these Terms of Use so please read them carefully. If you do not wish to be bound by these Terms, you must not use ADSA websites.

We may, at any time and at our discretion, change or update these Terms by publishing the amended Privacy Policy on our website. Your continued use of ADSA websites following the posting of changes to these Terms will mark your acceptance of any such revised Terms. We recommend you check these Terms regularly to ensure you are aware of our current Terms of Use.

## Use of content

Unless otherwise indicated by us, we own all intellectual property rights, including copyright, in all text, graphics, images, artwork, photographs, pictures, trademarks, logos, computer code and other materials posted on ADSA websites (Content), and the arrangement of this Content.

Occasionally, we may publish Content in which the copyright is not owned by us. When this is done, we make every effort to acknowledge the copyright owner. The Content may only be used by you for personal, educational and non-commercial purposes.

You agree not to:

- (a) alter or remove any copyright, trade mark or other proprietary notice of ours or of any other company appearing on ADSA websites;
- (b) copy, sell, reproduce, republish, transmit or distribute, the Content or upload, post or display the Content on any other website or medium for publication or distribution or for any commercial enterprise;
- (c) modify or edit the Content in any way; or
- (d) to the maximum extent permitted by law, reverse engineer, translate, adapt or modify any software used in connection with ADSA websites.

Our approval of any fundraising activity does not constitute permission to reproduce or modify any of the Content on ADSA websites and all requests for such permission must be approved by us in writing.

The Content on ADSA websites is for general information purposes only. We make no warranties or representations about the accuracy, reliability, currency or continuous supply of any of the Content on ADSA websites. As a user of ADSA websites, you are required to make your own enquiries before entering into any transaction on the basis of, or in reliance upon, the Content.

In the event that you find any inaccurate information on ADSA websites, or have any complaint about what we have published, please email [info@asbestosdiseases.org.au](mailto:info@asbestosdiseases.org.au). We will investigate the matter on receipt of your email and will take such further action as we consider appropriate.

## Your conduct

You must use ADSA websites for lawful purposes only. You must not transmit via ADSA websites any material which is illegal, threatening, abusive, defamatory, invasive of privacy rights, vulgar, obscene, profane or otherwise objectionable or inappropriate, or which violates or infringes in any way upon the rights of others.

ADSA does not actively monitor fundraising pages. Fundraising pages must at all times be run and populated with information, pictures and messages consistent with our brand and be child-friendly at all times. The sorts of things we do not allow on fundraising pages include:

- Material that breaches or may breach the intellectual property rights of others, for example, copying and pasting content from other websites etc.
- Images of people from whom you have not obtained consent to post their image.
- Any material that is offensive in any way, for example, racist, not G-rated etc.
- Any other material that has the potential to breach any law or that we find objectionable in our opinion and discretion.

We reserve the right to remove any offending material from fundraising pages, including personal donation messages, or we may elect to close a page altogether in our absolute discretion.

## Other Terms and Conditions

Additional terms and conditions may apply to specific portions or features of ADSA websites, including fundraising campaigns, promotions or other similar features, all of which terms are made a part of these Terms by this clause.

You agree to abide by such other terms and conditions, including (where applicable) representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms and the terms posted for, or applicable to, a specific portion of ADSA websites or for any service offered on or through ADSA websites, the latter terms will take precedence with respect to your use of that portion of the site or the specific service.

## Liability

Your access to and use of ADSA websites is provided on an “as is” and “as available” basis.

The content which we provide on the ADSA websites (including any content in our social media posts) is provided for general information only. The Asbestos Diseases Society of Australia Inc. expressly disclaims any and all warranties, express or implied, including without limitation warranties advice, medical or legal information for a particular purpose, with respect to any service, information or materials.

In no event shall the Asbestos Diseases Society of Australia Inc., the Asbestos Diseases Advisory Service of Australia, or the Asbestos Diseases Society Medical Research and Fundraising be liable for any direct, indirect, incidental, punitive, or consequential damages of any kind whatsoever with respect to its service, information and materials

Although we make reasonable efforts to update the information on the ADSA websites, we make no representations, warranties or guarantees, whether express or implied, that the content on the ADSA websites is accurate, complete or up to date.

To the full extent permitted by law, we disclaim all conditions, warranties or rights of any kind in relation to products, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose and non-infringement.

We are not responsible for any loss or damage caused by ADSA websites (or a part of ADSA websites) being suspended, terminated or your access to and use of limited, or for late delivery or cancellation of an order of a product, except as set out expressly in these Terms.

While we exercise all due care, we cannot and do not guarantee or warrant that ADSA websites will be free of infection, viruses, defects, harmful components or any

other codes that may have contaminating or destructive properties. We recommend that you install up-to-date virus protection software on your computer prior to using ADSA websites.

## Indemnity

We rely on you observing these Terms at all times. You agree to indemnify and hold us and our officers, employees and agents harmless from any claims of any nature whatsoever (including legal costs) by any third party arising out of or in connection with your access to and use of ADSA websites. The indemnity in this clause extends to and covers your breach of these Terms.

## Third Party Sites

We may link ADSA websites to other websites which are not under the control of, or maintained by, us. We are providing these links to you only as a matter of convenience and, to the maximum extent permitted by law, we are not responsible for the content of such websites. If you access a third party site from an ADSA website, then you do so at your own risk. We do not endorse or recommend any products, materials or services displayed or offered on any websites which may be linked to ADSA websites.

## Links from External Sites

We may grant you permission to create a hyperlink from any other website to an ADSA website, upon request. You must receive our permission in writing prior to posting such a hyperlink.

## Privacy

We are committed to respecting and protecting your personal information. Please refer to our Privacy Policy (available [here](#)), which outlines the terms on which we process and handle the personal information we collect from certain individuals, or that is provided to us.

Should you have any questions in relation to our Privacy Policy please email [info@asbestosdiseases.org.au](mailto:info@asbestosdiseases.org.au)

## General

These Terms between you and us will be governed by the laws of Western Australia, Australia. You agree that any dispute or legal proceeding in relation to this Site shall be brought exclusively in the courts of Western Australia, Australia.

Although ADSA websites can be accessed throughout Australia and overseas, we do not represent that the content within complies with the laws (including the intellectual property laws) of countries outside Australia. If you access ADSA websites from outside Australia, you do this at your own risk and are responsible for ensuring compliance with all laws in the place where you are located.

If any provision or part of a provision of these Terms is held by a court of competent jurisdiction to be contrary to law, all other provisions shall remain in full force and effect.

These Terms comprise the entire agreement between you and us in respect to your use of ADSA websites.

We may amend these Terms from time to time. Please check these Terms regularly to ensure you understand the terms that apply at that time.

## Accessibility

ADSA is committed to continually improving the accessibility and usability of our website to ensure it is accessible to as many users as possible – regardless of device, technology or ability.

As part of this commitment, we endeavour to meet Web Content Accessibility Guidelines (WACG) 2.0 to a AA level.

Providing our information to all users, including those with a disability, is important to us. If anything on this site is inaccessible to you, or you are experiencing problems accessing content for any reason, please contact us to submit details of the issue.

## Questions

If you'd like to know more or speak to someone about the information found on this page, email [info@asbestosdiseases.org.au](mailto:info@asbestosdiseases.org.au)