



MEMBERSHIP & WEBSITE

TERMS and CONDITIONS

Terms and Conditions

These terms and conditions are the contract between you and the Australian Children's Activities Association Pty Ltd ("us", "we", etc). By becoming an ACAA Member or visiting or using Our Website you agree to be bound by them.

We are the Australian Children's Activities Association (ACAA), a company registered in Australia, ABN number 81 644 867 578. Our address is 52 Essendon Road, Anstead, QLD 4070.

You are: Anyone who uses Our Website and/or an ACAA Member.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website immediately and not become an ACAA Member.

These are the agreed terms

1. Definitions

"Content"	means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations.
"Intellectual Property"	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights.
"ACAA Membership"	means membership service we provide as set out on Our Website and in this contract.
"Our Website"	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us. It includes all web pages controlled by us.
"Post"	means place on or into Our Website any Content.
"Services"	means all of the services available from Our Website, whether free or charged.

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1 a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.2 in the context of permission, “may not” in connection with an action of yours, means “must not”.
- 2.3 the headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
- 2.4 any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.5 a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.
- 2.6 this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Basis of Contract

- 3.1 We do not offer ACAA Membership in all countries. We may refuse membership if you live in a country we do not serve.
- 3.2 In entering into this contract you have not relied on any representation or information from any source except the explanation of membership services given on Our Website.
- 3.3 Subject to these terms and conditions, we agree to provide to you some or all of the membership services described on Our Website at the prices we charge from time to time.
- 3.4 Some of our services are now or may in future, be available to you only subject to additional terms. Those terms will be set out on Our Website. You now agree that if you choose to use any such service, the relevant terms will become part of this agreement.
- 3.5 So far as we allow use of our Intellectual Property, we grant a licence to you, limited to the terms set out in this agreement.

- 3.6 Our contract with you and licence to you lasts for one year from the date of payment. Any continuation by us or by you after the expiry of one year is a new contract in the terms then shown on Our Website. Your continued use of our services after that shall be deemed acceptance by you of the changed service, system and/or terms.
- 3.7 The contract between us comes into existence only when we write to you to confirm that we agree to allow you to join ACAA as a member. Your payment does not create a contract. If we decline to offer ACAA Membership to you, we shall immediately return your money to your credit card.
- 3.8 If we give you free access to a service or feature on Our Website which is normally a charged feature, and that service or feature is usually subject to additional contractual terms, you now agree that you will abide by those terms.
- 3.9 We may change this agreement and / or the way we provide memberships, at any time. If we do:
- 3.9.1 the change will take effect when we Post it on Our Website.
- 3.9.2 you agree to be bound by any changes. If you do not agree to be bound by them, you should not use Our Website or ACAA Membership.

4. ACAA Membership

- 4.1 Purchase of ACAA Membership entitles you to ACAA services, as determined by ACAA and reviewed and amended at times.
- 4.2 Details of the cost and benefits of ACAA Membership are as set out on Our Website from time to time.
- 4.3 Payment for an ACAA Membership is for one year; with automatic renewal should you wish to proceed.
- 4.4 You may not transfer your ACAA Membership to any other person.
- 4.5 We reserve the right to modify the ACAA Membership rules or system and to change the terms and conditions of this agreement at any time, without notice. Your continued use of the ACAA Membership after such modifications shall be deemed an acceptance by you to be bound by the terms of the modified agreement. The terms that apply to you are those posted here on Our Website on the day you join as a member. It may be useful to print a copy now.

5. Your account and personal information

- 5.1 When you visit Our Website, you accept responsibility for any action done by any person in your name or under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- 5.2 You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
- 5.3 You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your membership.

6. Prices

- 6.1 The price payable for ACAA Membership and services are clearly set out on Our Website.
- 6.2 The price charged for any Service may differ from one country to another. You may not be entitled to the lowest price unless you reside in the qualifying country.
- 6.3 Prices are inclusive of any applicable goods and services tax or other sales tax.
- 6.4 When you subscribe for ACAA Membership, that payment may not cover other Services, for which we will ask you to pay either by addition to your membership fee or by a single payment.
- 6.5 Banking charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than Australian dollar will be borne by you.
- 6.6 You will pay all sums due to us under this agreement by the means specified without any set-off, deduction or counterclaim.
- 6.7 All money paid by you to us is non-refundable and cancellation and/or termination of this agreement by you or us at any time for any reason will not entitle you to a refund of money paid for any Service.

7. Renewal payments

- 7.1 At least four weeks before expiry of the period for which you have paid, we shall send you a message to your last known email address to tell you that your ACAA Membership is shortly to expire and to invite you to renew. An invoice for a new period of ACAA Membership will be included.
- 7.2 At any time before expiry of your membership, you may use the Member Sign-In on Our Website to access your personal information and change your details or cancel renewal.
- 7.3 At expiry of your ACAA Membership we shall automatically take payment from your credit card of the sum specified on the invoice sent earlier and shall confirm the renewal of your ACAA Membership for a further period by sending you an email message.
- 7.4 Termination of this agreement by you or us at any time for any reason will not automatically entitle you to a refund of money paid.

8. Security of your credit card

We take care to make Our Website safe for you to use.

- 8.1 Card payments are not processed on a page controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
- 8.2 If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

9. How we handle your data

- 9.1 Our privacy policy is strong and precise. It complies fully with the current privacy law which is at [\[link to privacy policy\]](#).
- 9.2 If you Post Content to any public area of Our Website it becomes available in the public domains. We have no control over who sees it or what anyone does with it.

- 9.3 Even if access to your text is behind a user registration, it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
- 9.4 We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant to us the right and licence to edit, copy, publish, distribute, translate and otherwise use any Content that you place on Our Website, in public domain and in any medium. You represent and warrant that you are authorised to grant all such rights.
- 9.5 We will use that licence only for commercial purposes of ACAA and will stop using it after a commercially reasonable period of time.
- 9.6 You agree to any act or omission which may otherwise infringe your right to be identified as the author and your right to object to derogatory treatment of your Posted Content as provided in the Copyright Act 1968.
- 9.7 Posting any Content does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 9.8 You understand that you are personally responsible for your breach of intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you;
- 9.9 You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 9.10 Please notify us of any security breach or unauthorised use of your account.
- 9.11 We do not solicit ideas or text for improvement of our service, but if you do send to us Content of any sort, you are deemed to have granted to us a licence to use it in the terms set out across item 9.

10. Restrictions on what you may Post to Our Website

You agree that you will not use or allow anyone else to use Our Website to Post Content, or undertake any activity which is or may:

- 10.1 be unlawful, or tend to incite another person to commit a crime;
- 10.2 consist in commercial audio, video or music files

- 10.3 be obscene, offensive, threatening, violent, malicious or defamatory;
- 10.4 be sexually explicit or pornographic;
- 10.5 be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 10.6 give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;
- 10.7 request or collect passwords or other personal information from another user without his permission, nor Post any unnecessary personal information about yourself;
- 10.8 be used to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. Examples are: sending private messages with a commercial purpose, or collecting information with the intention of passing it to a third party for his commercial use;
- 10.9 include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
- 10.10 facilitate the provision of unauthorised copies of another person's copyright work;
- 10.11 link to any Content of the sorts specified in this paragraph;
- 10.12 use distribution lists that include people who have not given specific permission to be included in such distribution process;
- 10.13 make excessive and repeated Posting off-topic messages to any forum or group;
- 10.14 send age-inappropriate communications or Content to anyone under the age of 18.

11. Your Posting: restricted Content

In connection with the restrictions set out below, we may refuse or edit or remove Content which does not comply with these terms.

In addition to the restrictions set out above, your Content must not contain:

- 11.1 hyperlinks, other than those specifically authorized by us;

- 11.2 keywords or words repeated, which are irrelevant to your Content.
- 11.3 the name, logo or trademark of any organisation other than that of you or your client.
- 11.4 inaccurate, false, or misleading information.

12. Removal of offensive Content

- 12.1 For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
- 12.2 We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 12.3 If you are offended by any Content, the following procedure applies:
 - 12.3.1 Your claim or complaint must be submitted to us in the form available on Our Website, or contain the same information as that requested in our form. It must be sent to us by post or email.
 - 12.3.2 We shall remove the offending Content as soon as we are reasonably able.
 - 12.3.3 After we receive notice of a claim or complaint, we shall investigate so far as we alone decide.
 - 12.3.4 We may re-instate the Content about which you have complained or not.
- 12.4 In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 12.5 You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

13. Security of Our Website

- 13.1 We may, at our discretion or as part of a paid service, give you permission to access Our Website for the purpose of Posting or uploading Content of some sort. We may read, assess, review or moderate any Content Posted on Our Website. If we do, we need not notify you or give you a reason. If you violate Our Website we shall take legal action against you.
- 13.2 You agree that you will not, and will not allow any other person to:
- 13.2.1 violate or attempt to violate any aspect of the security of Our Website;
 - 13.2.2 modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it. You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.
 - 13.2.3 link to Our Website in any way that would cause the appearance or presentation of Our Website to be different from what would be seen by a user who accessed Our Website by typing the URL into a standard browser;
 - 13.2.4 download any part of Our Website, without our express written consent;
 - 13.2.5 collect or use any product listings, descriptions, or prices;
 - 13.2.6 collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
 - 13.2.7 share with a third party any login credentials to Our Website;
- 13.3 Despite the above terms, we now grant a licence to you to:
- 13.3.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
 - 13.3.2 you may copy the text of any page for your personal use in connection with our purpose.

14. Storage of data

- 14.1 We may, from time to time, set a limit on the number of messages you may send, store, or receive through membership. We may delete messages in excess of that limit. We shall give you notice of any change to your limit, except in an emergency.
- 14.2 We assume no responsibility for the deletion or failure to store or deliver email or other messages.
- 14.3 You accept that we cannot be liable to you for any such deletion or failure to deliver to you.
- 14.4 We maintain reasonable procedures for general backup of data for our own purposes but we give no warranty that your data will be saved or backed up in any particular circumstances unless we have made specific contractual arrangements with you in writing.

15. Duration and termination

- 15.1 Subject to any earlier termination in any permitted circumstances, this agreement shall continue to operate until [date] when it shall terminate automatically by expiry.
- 15.2 You may seek to terminate this agreement at any time, for any reason, with immediate effect. You may terminate the agreement either by sending notice to us by post or email. We reserve the right to check the validity of any request to terminate membership.
- 15.3 In the unlikely event that we may need to terminate this agreement at any time, for any reason, with immediate effect by sending you notice to that effect by post or e-mail.
- 15.4 Termination by either party shall have the following effects:
 - 15.4.1 your right to use your ACAA Membership immediately ceases;
 - 15.4.2 we are under no obligation to forward any unread or unsent messages to you or any third party.
- 15.5 In the event of such termination by us, we will within seven days refund to you the balance of your subscription outstanding for any Service, pro rata with time not elapsed;
- 15.6 There shall be no re-imbusement or credit if ACAA Membership is terminated due to your breach of the terms of this agreement.

- 15.7 We retain the right, at our sole discretion, to terminate any and all parts of the Services provided to you, without refunding to you any fees paid if we decide in our absolute discretion that you have failed to comply with any of the terms of this agreement.

16. Interruption to Services

- 16.1 If it is necessary for us to interrupt our Services, we will give you reasonable notice where this is possible and when we judge the down time is such as to justify telling you.
- 16.2 You acknowledge that our Services may also be interrupted for many reasons beyond our control.
- 16.3 You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to our Services.

17. Intellectual Property

You agree that at all times you will:

- 17.1 not do anything which does or might reduce the value of our Intellectual Property or challenge our ownership of it.
- 17.2 notify us of any suspected infringement of the Intellectual Property;
- 17.3 so far as concerns software provided or made accessible by us to you, you will not:
- 17.3.1 copy, or make any change to any part of its code;
 - 17.3.2 use it in any way not anticipated by this agreement;
 - 17.3.3 give access to it to any other person than you, the licensee in this agreement;
 - 17.3.4 in any way provide any information about it to any other person or generally.

18. Disclaimers and limitation of liability

- 18.1 The law differs from one country to another. This paragraph applies so far as the applicable law allows.

- 18.2 All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 18.3 Our Website and ACAA Membership services are provided “as is”. We make no representation or warranty that any service will be:
- 18.3.1 useful to you;
 - 18.3.2 of satisfactory quality;
 - 18.3.3 fit for a particular purpose;
 - 18.3.4 available or accessible, without interruption, or without error.
- 18.4 We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 18.5 We make no representation or warranty and accept no responsibility in law for:
- 18.5.1 accuracy of any Content or the impression or effect it gives;
 - 18.5.2 delivery of Content, material or any message;
 - 18.5.3 privacy of any transmission;
 - 18.5.4 the conduct, whether online or offline, of any user of Our Website or our services;
 - 18.5.5 failure or malfunction of computer hardware or software or technical equipment or system connected directly or indirectly to your use of our services.
 - 18.5.6 loss or damage resulting from your attendance at an event organised through Our Website or our Services;
 - 18.5.7 any act or omission of any person or the identity of any person who introduces himself to you through Our Website;
 - 18.5.8 any aspect or characteristic of any goods or services advertised on Our Website.
- 18.6 You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the services concerned.

- 18.7 Except in the case of death or personal injury, our total liability under this agreement, however it arises, shall not exceed the sum of \$1,000. This applies whether your case is based on contract, tort or any other basis in law.
- 18.8 We shall not be liable to you for any loss or expense which is:
- 18.8.1 indirect or consequential loss; or
- 18.8.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
- 18.9 This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies as well as to us.
- 18.10 If you become aware of any breach of any term of this agreement by any person, please tell us by email to info@childrensactivities.com.au. We welcome your input but do not guarantee to agree with your judgement.
- 18.11 Nothing in this agreement shall be construed as limiting or excluding our liability for death or personal injury caused by our negligence.

19. You indemnify us

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 19.1 your failure to comply with the law of any country;
- 19.2 your breach of this agreement;
- 19.3 any act, neglect or default by any agent, employee, licensee or customer of yours;
- 19.4 a contractual claim arising from your use of our services.
- 19.5 a breach of the intellectual property rights of any person.
- 19.6 For the purpose of this paragraph you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at \$100.00 per hour without further proof.

20. Miscellaneous matters

- 20.1 You undertake to provide to us your current land address, e-mail address and telephone number as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
- 20.2 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 20.3 If you are in breach of any term of this agreement, we may:
- 20.3.1 publish all text and Content relating to the claimed breach, including your name and email address and all correspondence between us and our respective advisers; and you now irrevocably give your consent to such publication.
 - 20.3.2 terminate your account and refuse access to Our Website;
 - 20.3.3 issue a claim in any court.
- 20.4 Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 20.5 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 20.6 You agree that we may disclose your information including assigned IP numbers, account history, account use, etc. to any judicial or proper legal authority who makes a written request without further consent or notification to you.
- 20.7 Any communication to be served on either party by the other shall be delivered by hand or sent by express post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

if sent by e-mail to the address from which the receiving party

has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 20.8 In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 20.9 So far as the law permits, and unless otherwise stated, this agreement does not give any right to any third party.
- 20.10 The validity, construction and performance of this agreement shall be governed by the laws of the State of Queensland and you agree that any dispute arising from it shall be litigated only in that State.