Web Site Terms and Conditions

Your use of this web site and the information available on this web site is subject to the following terms and conditions:

Ownership

This web site www.cgdn.org.au (**Web Site**) is owned and operated by .au Domain Administration Ltd (auDA)

Acceptance of Terms and Conditions

Your access and use of the Web Site, including participation in auDA's discussion forum, is conditional upon your acceptance and compliance with the terms and conditions set out below (**Terms and Conditions**). Your use and/or continued access to the Web Site constitutes your agreement to the Terms and Conditions.

auDA may amend the Terms and Conditions from time to time. Amendments will be effective immediately upon notification on this Web Site. Your continued use of the Web Site following such notification will represent an agreement by you to be bound by the Terms and Conditions as amended.

Membership

In order to be able to post information in the discussion forum, you must become a member. To become a member, you must complete your registration details in the manner described on the Web Site. Membership is free but non-transferable.

auDA reserves the right to terminate your membership at any time if you breach these Terms and Conditions.

If you are not a member, you are entitled to access the discussion forum for reading purposes only. Persons in this category are described as "guests".

Membership of the discussion forum is only open to you if you are 18 years old or over. If you are under 18 years of age you must not register as a member of the discussion forum.

Members' Obligations

By registering as a member of the discussion forum, you agree to abide by the following terms and conditions:

- you acknowledge that any information or material submitted by you to the discussion forum is and will be treated by auDA as non-confidential and non-proprietary and auDA may use such material without restriction;
- when you submit material to the discussion forum, you assign all copyright which subsists in such material to auDA;
- you are responsible for protecting the confidentiality of your password;
- you agree not to post or transmit any unsolicited advertising or promotional materials, material or information which is in any form a chain letter or pyramid

scheme, or material or information which is offensive, defamatory, obscene, unlawful, vulgar, harmful, threatening, abusive, harassing or ethnically objectionable;

- you agree to provide current, accurate and up-to-date information about yourself as required under these Terms and Conditions;
- you agree not to disrupt the flow of dialogue or otherwise act in a manner which negatively affects other members;
- you agree not to impersonate any other person;
- any material which you post may be removed by auDA from the discussion forum without notice at any time;
- you will not post or transmit any material in which copyright is owned by another person or entity and you warrant that all material posted is your original work and not sourced from any third party;
- you will not post material which contains viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware;
- you accept that any material or information provided by you may be posted in the discussion forum for any other members or guests to read;
- all information provided by auDA in the discussion forum is provided in good faith. You accept that any information provided by auDA is general information and is not in the nature of advice. auDA derives its information from sources which it believes to be accurate and up-to-date as at the date of publication and auDA reserves the right to update this information at any time.

Disclaimer

auDA does not warrant that any material you submit to the discussion forum will be protected against loss, misuse or alteration by third parties. auDA does not warrant that auDA will post your information or material in the discussion forum. auDA does not warrant that the material or information you submit will be posted within a certain timeframe.

This website may contain links to other web sites (**Linked Web Sites**). auDA does not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this Web Site, discussion forum or any Linked Web Sites, nor does auDA accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this Web Site, discussion forum or any Linked Web Sites.

To the extent permitted by applicable laws, auDA excludes all implied warranties, conditions and terms.

To the extent permitted by applicable laws, any liability incurred in relation to the material or information contained on this Web Site and the discussion forum (**Site Materials**), or material or information contained on any Linked Websites (**Linked Materials**), is limited to the resupply of the Site Materials or the links to the Linked Materials, or the reasonable cost of having the Site Materials or the links to the Linked Materials resupplied.

Under no circumstances will auDA be liable for any incidental, special or consequential damages, including damages for loss of business or other profits arising in relation to use of the Site Materials or Linked Materials.

Specific Warnings

You must ensure that your access to this Web Site is not illegal or prohibited by laws which apply to you.

You must indemnify auDA and its related bodies corporate and its directors and employees against any claim by a third party arising out of a breach of these Terms and Conditions either by you or by any person using your password or ID, whether or not you have authorised that person to use your password or ID.

You acknowledge that auDA cannot confirm the identity of other members or prevent them acting under false pretences.

Copyright

Unless otherwise stated, the copyright in the Site Materials is owned by auDA.

Other than for the purposes and subject to the conditions prescribed under the Copyright Act 1968, or as otherwise provided below, none of the Site Materials may be reproduced, distributed, adapted, transmitted or stored in a retrieval system without auDA's prior written consent.

auDA gives permission to the user to:

(a) print copies of the Site Materials for informational, non-commercial use; and

(b) store a copy of the Site Materials on your computer for the sole purpose of viewing the Site Materials.

auDA makes no representations that the Linked Materials do not infringe the intellectual property rights of a third person.

Trademarks

The trademarks contained on this Web Site are the trade marks of their respective owners. These trademarks may not be reproduced without the owner's consent.

General

These Terms and Conditions of use are governed by the laws in force in Victoria, Australia. You submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms and Conditions of use, or the use of this Web Site.

Contact

If you have any questions relating to these Terms and Conditions, please contact us at: http://www.cgdn.org.au/resources/contact/