

TERMS AND CONDITIONS

Corporate Partnership

1. General

- (a) These are the Terms and Conditions for a Corporate Subscription (**Subscription**) with Australasian Sonographers Association Ltd (ACN 110 414 349) (**ASA**) and apply to the person or entity in whose name the Subscription is purchased.
- (b) These Terms and Conditions will apply to all Subscriptions made online through the ASA website (**Website**).
- (c) By purchasing a Subscription, you agree to be unconditionally bound by these Terms and Conditions and acknowledge that you have read and understood these Terms and Conditions.
- (d) Where a Subscription is purchased on behalf of a body corporate, the individual agreeing to these Terms and Conditions on behalf of that body corporate confirms they are a duly authorised representative authorised to agree to these Terms and Conditions on behalf of the body corporate.

2. Website use and access

- (a) You agree to release and indemnify ASA in connection with any use (whether authorised or unauthorised) of the subscription form on the Website.
- (b) ASA will take reasonable care in ensuring its Website is free from viruses or other dangerous content, however, it cannot guarantee that use of the Website will not cause damage to your computer or other devices. It is your responsibility to ensure you have appropriate equipment and anti-virus software to use the Website safely.
- (c) ASA reserves the right to terminate your access to the subscription form through the Website if ASA reasonably believes that you have breached these Terms and Conditions.

3. Subscription

- (a) Subscriptions are subject to confirmation and acceptance by ASA.
- (b) When ASA accepts a Subscription, it represents an agreement by ASA to supply the benefits of the Subscription as set out on the Website (**Benefits**) in accordance with that subscription form (**Form**) and these Terms and Conditions.

- (c) ASA reserves the right to accept or reject a Subscription at its discretion.
- (d) If ASA rejects a Subscription under clause 3(c), it will do so without charge to you and it will refund any money paid in respect of the Subscription.
- (e) In purchasing a Subscription, you agree that you have not engaged in any fraudulent conduct or contravened any law.

4. Price and payment

- (a) Prices are displayed in Australian dollars (exclusive of GST) and you must pay for your Subscription in Australian dollars.
- (b) Prices displayed are subject to change by ASA without notice. Prices for a Subscription are fixed once the Subscription has been confirmed and accepted.
- (c) In respect of any Subscription, ASA will charge you, and you agree to pay the price displayed (**Price**).
- (d) All purchases must be made as set out in the invoice generated by ASA.
- (e) All reasonable steps are taken to ensure that the details in the Form and payment details provided by you to ASA are safe and secure.
- (f) While ASA takes all reasonable precautions, the security of the transaction cannot be guaranteed.
- (g) ASA will not accept your subscription until payment is cleared. If the payment cannot be processed, the Subscription will be rejected in accordance with these Terms and Conditions and you will be notified.

5. Benefits

- (a) ASA agrees to provide the Benefits to you in accordance with these Terms and Conditions.
- (b) ASA will endeavour to provide accurate descriptions of the Benefits. Notwithstanding this, you acknowledge that the description of the Benefits may, at times, differ from the actual Benefits.
- (c) You acknowledge and agree that in order to receive some of the Benefits under this Agreement, you must pay for the costs of providing or delivering those benefits and that you are solely responsible for payment of all such additional costs.

6. Non-transferrable

- (a) Subscriptions are non-transferable to another person or entity.

(b) Any attempt to transfer to another person or entity without the knowledge of ASA may result in the cancellation of your Subscription without a refund and you will not be permitted to receive the Benefits.

(c) You also accept that, except as otherwise stated in these Terms and Conditions, the amount paid for your Subscription is non-refundable.

7. Limitation of Liability

(a) To the extent permitted by law ASA excludes all conditions or warranties which would otherwise be implied into these Terms and Conditions whether by law, statute or otherwise.

(b) To the extent permitted by law and notwithstanding anything else in these Terms and Conditions, ASA's total aggregate liability to you under or in relation to the Terms and Conditions on any other grounds whatsoever whether in contract, tort, (including negligence) or under statute, common law or in equity or otherwise will not exceed an amount equal to the total amount paid by you under these Terms and Conditions to ASA.

(c) To the extent permitted by law, ASA's liability for a breach of any and all terms implied into these Terms and Conditions or otherwise conferred on you by statute or law including, but not limited to, the *Competition and Consumer Act 2010* (Cth), is excluded, but to the extent that such liability cannot be excluded, is limited to the amount equal to the total amount paid by you under these Terms and Conditions to ASA.

(d) ASA is not liable for any loss resulting from the interception or 'hacking' of data through the Website by unauthorised third parties.

(e) ASA is not liable for any direct or consequential loss. Nothing in these Terms and Conditions is intended to limit or exclude any liability on ASA's part where or to the extent that applicable law prohibits such exclusion or limitation.

8. Use of Name and Image

(a) You acknowledge and consent to ASA's use of your name, image and/or Your Logo for promotional or other purposes, by any form of media, to promote ASA's corporate subscriptions or for any other purpose.

(b) You grant to ASA a revocable non-exclusive non-transferable royalty-free licence to use the intellectual property in your logo (**Your Logo**) to enable ASA to fulfil its obligations in the manner set out in these Terms and Conditions.

(c) You agree to not do anything to derogate from or negatively affect the image, goodwill, name or reputation of ASA and must not make any negative, derogatory, disparaging or defamatory comments whatsoever (including publicly or otherwise) about ASA or the Subscription.

(d) You agree to use your best endeavours to maintain and promote the image, goodwill, name and reputation of ASA.

(e) Nothing in this Agreement shall confer upon you any right to trade under ASA's name or use the ASA logo or any right to apply for the registration or reservation of any such name or logo.

9. Warranties

You warrant that:

(a) You are the legal and beneficial owner of Your Logo and you are entitled to grant the rights to use or license Your Logo in the manner contemplated by these Terms and Conditions and that use of Your Logo by ASA in accordance with these Terms and Conditions will not infringe the intellectual property rights of any third party;

(b) ASA's use of any materials you provide to obtain the Benefits of your Subscription (**Materials**) will not infringe the intellectual property rights or any other legal rights of any third party and ASA will not be required to pay any royalties or fees or seek any further consents from any third parties in relation to such use; and

(c) Your Logo and the Materials: (i) will not contain anything that may be obscene or defamatory or that might expose ASA to any proceedings whatsoever of a criminal or civil nature; and (ii) will comply with all relevant codes of practice, rules and regulations.

10. Termination

(a) These Terms and Conditions and the Subscription may be terminated:

(i) by you without cause;

(ii) by either party immediately upon written notice if the other party is subject to an insolvency event (subject to law);

(iii) by ASA upon 14 days written notice if you breach these Terms and Conditions and fail to remedy the breach within seven days following written notice from ASA requiring the breach to be remedied; and

(iv) by ASA if you bring yourself or ASA into disrepute.

(b) ASA will not be held responsible for any delay or failure to comply with its obligations under these Terms and Conditions if the delay or failure arises from an act, event, cause or circumstance arising directly or indirectly from SARS-CoV-2 (severe acute respiratory syndrome coronavirus 2), coronavirus disease 2019 or COVID-19, including any future resurgence or evolutions or mutations thereof or any related or associated epidemic, pandemic or disease outbreak.

11. Privacy

- (a) Personal information provided by you when purchasing a Subscription from ASA is necessary for delivering the Subscription and Benefits and is collected in accordance with ASA's Privacy Policy.
- (b) ASA may use or disclose your personal information for the purposes of: (i) providing Benefits and administering Subscriptions; (ii) providing you with information or promotional material; (iii) conducting its business activities; (iv) complying with legal obligations; or (v) otherwise in accordance with ASA's Privacy Policy.
- (c) ASA may share your personal information with third parties such as other service providers, partners and sponsors. Outside of the above, information is not generally disclosed to anyone outside Australia.
- (d) ASA's Privacy Policy contains information about how you may access and request correction of your personal information held by ASA or make a complaint about the handling of your personal information, and provides information about how ASA will deal with a complaint.
- (e) You acknowledge and agree that your personal information will be collected, used, disclosed and stored by ASA to deliver the Subscription and in accordance with ASA's Privacy Policy.
- (f) If you do not provide your personal information, ASA will not be able to accept your Subscription.

12. Amendments

- (a) ASA may change these Terms and Conditions from time to time without prior warning.
- (b) The Terms and Conditions which appear on the Website at the time you place a Subscription are those that apply to the Subscription.
- (c) It is your responsibility to read and understand the Terms and Conditions that are in place when you purchase a Subscription through the Website.

13. Events beyond ASA's control

- (a) ASA will not be held responsible for any delay or failure to comply with its obligations under these Terms and Conditions if the delay or failure arises from any cause which is beyond its reasonable control (excluding COVID-19).

14. Governing Law and Terms

- (a) These Terms and Conditions are governed by the laws of Victoria and the courts of Victoria and shall have the non-exclusive jurisdiction to resolve any disputes arising out of or under it.
- (b) These Terms and Conditions contain all the provisions of the agreement between you and ASA in relation to the purchase of a Subscription.