#### Terms & Conditions of use for the Australian Facetors' Guild Limited Web Site

### **Introduction:**

This page contains our user agreement which sets out the terms and conditions for your use of the Australian Facetors' Guild Limited (AFG) website. Your use of this site constitutes your agreement to these terms and conditions and entry by you into the user agreement between you and the Australian Facetors' Guild Limited (AFG). The term AFG in this document means the Australian facetors' Guild Limited.

# Terms of Use of this Site:

# Your rights:

AFG grants you a non-exclusive, non-transferable, limited right to access, use and display this website provided that you comply fully with this user agreement. You must not use this site or the information on this site in any manner or for any purpose which is unlawful or in any manner which violates any right of AFG.

### Password:

As part of the registration process, your access to this website is restricted by a password. You must take care to keep your password confidential and not disclose it to anyone. You may be liable to pay compensation if an unauthorised person gains access to this website as a result of your failure to keep your password confidential.

# **Privacy:**

All information collected by AFG on this website will be dealt with in accordance with the AFG Privacy Policy. Your information will not be disclosed by AFG to any third party without your consent.

# Spam policy:

Our web site provider uses appropriate safety measures and technology to ensure your information is protected. We review and update these security measures as appropriate. However, AFG cannot be held responsible for any hacking attempt that may lead to your data being compromised.

#### **Email address:**

AFG maintains your email address along with other contact details on its database. If you wish to discontinue email communication with AFG, please click the 'unsubscribe' link at the bottom of the email. Until we receive your request to unsubscribe, we will assume that you wish to continue receiving regular email communications from AFG.

# **Commercial purposes:**

Any information submitted to this website cannot be used for commercial purposes. You must avoid publishing any submission on this website in respect of a product in which either you or any of your associates or any other related party to you has a commercial or other economic interest (commercial purpose).

# **Intellectual property:**

The information displayed on this site is protected by copyright, trademark and other intellectual property laws where appropriate. You must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute this content in any way except as expressly authorised by AFG or in accordance with the terms of this website. You

must not publish any information on this website that infringes or violates any intellectual property rights, contractual rights or any other rights of any third party.

If you contribute data to AFG (including without limiting the generality of the foregoing, any photo, video, writing, document or recording), you grant to AFG a perpetual, worldwide, irrevocable, non-exclusive, royalty-free licence for AFG to publish that data on the AFG Forum, AFG website, and AFG Facet Talk magazine. You also warrant to AFG that the data you contribute does not infringe or breach any intellectual property rights, contractual rights or any other rights of any person.

# Disclaimer and limitation of liability:

The information contained on this site is provided by AFG in good faith. The information is derived from sources believed to be accurate and current as at the date indicated in the respective sections of this site. The inclusion of any information on this website does not imply any endorsement of the accurateness of the information by AFG. Neither AFG nor any of its directors or office bearers give any representation or warranty as to the reliability, accuracy or completeness of the information. Any responsibility arising in any way for errors in, or omissions from, the information is excluded to the extent possible by law. Your use of the information provided on this site is entirely at your own risk.

### Links to other sites:

Links within this site are provided for your own information. AFG does not endorse and has not necessarily verified any of the information available through the use of any link found within this website.

#### **Errors on this website:**

AFG has the right to correct any errors or omissions and change any portion of this website without notice. If you believe any of the information published by a participant on this website is inappropriate or if you find an error, please email <a href="mailto:secretary@facetorsguild.com.au">secretary@facetorsguild.com.au</a>. AFG will treat all non-vexatious complaints seriously and will deal with them promptly.

# No obligation to publish:

AFG is under no obligation to make any material transmitted to this website available to any person. AFG may, in its absolute discretion and without notification, remove any material from this website at any time. The non-publishing or removal of any information submitted to this website is not an admission that the material is inappropriate and nor is it an admission of liability by AFG.

#### **Termination:**

AFG may cancel this user agreement at any time and reserves the right to restrict, suspend or terminate your access to this website in whole or part and without notice or reason.

### **Legal action:**

AFG reserves all rights to take such action as it in its sole discretion deems necessary to enforce obligations binding under this user agreement.