

SAS Inc. Terms and Conditions

Terms & Conditions

1. ABOUT SAS Inc.

1.1. Thank you for using our website located at <www.sasinc.com.au> (“**Site**”). This Site is operated by Self Advocacy Sydney Inc (ABN 77 288 359 636) (“**SAS**”).

1.2. SAS is a registered charity and community disability service that provides Education, Training, Support and Information to people with intellectual disability within the Sydney area.

1.3. These Terms and Conditions (“**Terms**”), along with our “Privacy Policy” which form a part of these Terms, govern your use of the Site.

1.4. Any reference to “our,” “we,” “us” means SAS Any reference to “you” or “your” means you, as a User of the Site.

1.5. We reserve the right to update these Terms from time to time. Any changes to these Terms will be effective from the date published on our Site.

1.6. By continuing to use our Site you accept these Terms as they apply from time to time.

2. DEFINITIONS

2.1. “**Intellectual Property Rights**” means any intellectual property including all copyright, patents, trademarks, design rights, trade secrets, circuit layouts, rights in database and data rights, domain names, knowhow, trade secrets, procedures, technical designs, software and code and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application.

2.2. “**Law**” includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced.

2.3. “**Privacy Laws**” means the Privacy Act 1988 (Cth) and the *Privacy Amendment (Notifiable Data Breaches) Act 2017* (Cth).

2.4. “**Resources**” mean all information, content, data, text, images, graphics, links, code or other material published or made available on the Site from time to time.

2.5. "Services" means the services provided by SAS as a community base disability service organisation is that we Education, Training, Support and provide Information to people with intellectual disability within the Sydney area.

2.6. "Users" means a user of our Site or Services.

2.7. "Works" means any literary, dramatic, musical or artistic work pursuant to Part III of the *Copyright Act 1968* (Cth) and any Part IV subject matter such as cine-films, sound recordings, publications, television broadcasts including any rights in performances.

3. RELIANCE ON OUR SITE

3.1. The Resources on our Site are intended to provide a general overview for information and guidance purposes only. It is not intended to constitute legal or professional advice.

3.2. Your use of this Site or the receipt of any information from us does not create a solicitor-client relationship between you and SAS.

3.3. SAS makes no representations or warranties of any kind as to the Resources on this Site whether express or implied.

3.4. Although we make reasonable efforts to update the Resources on our Site, we do not guarantee that the Resources on our Site is in all respects accurate, complete or current.

4. INTELLECTUAL PROPERTY

4.1. SAS owns the Intellectual Property Rights in the Works on this Site. You acknowledge that the Intellectual Property Rights in or relating to the Site is the property of or licensed by SAS or vests on creation in SAS. Any other third-party trade marks, service marks, logos, trade names and any other proprietary designations are the trade marks or property of the respective parties.

4.2. The Works on the Site and any Resources are subject to copyright and owned by the copyright owner. The copyright material on the Site is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) on the Site and a part of the compilation of the Site (including but not limited to text, graphics, logos, button icons, video images, audio clips, code, scripts, design elements and interactive features) are owned or controlled by SAS or any related entities. Information procured from a third-party may be the subject of copyright owned by that third-party.

4.3. Unless otherwise indicated, you must not reproduce or redistribute any Works on the Site. Nothing contained on the Site or in these Terms should be construed as granting a licence or right to use any such Intellectual Property or Works without our prior written consent. If you wish to use our Resources, it is your responsibility to obtain our approval for such use.

4.4. Unless otherwise stated, we retain all rights, title and interest in and to the Works on the Site. Nothing you do on or in relation to the Site will transfer any:

(a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright;

(b) right to use or exploit a business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright;

(c) thing, invention, design, system, work or process that is the subject of a patent, registered design or copyright or any other Intellectual Property Right (or an adaptation, improvement, modification of such a thing, invention, design, system, work or process); or

(d) any proprietary rights in the Site.

4.5. You shall not use any of our trade marks:

(a) in or as the whole or part of your own trade marks;

(b) in connection with activities, products or services which are not ours; or

(c) in a manner which may be confusing, misleading or deceptive.

4.6. The obligations accepted by Users under this clause survive termination or expiry of these Terms.

5. LIMITATION OF LIABILITY

5.1. To the maximum extent permitted by law, we exclude all representations and warranties relating to the subject matter of these Terms, our Site and the use of our Resources.

5.2. This exclusion includes loss or damage you might suffer because of any of the following:

(a) reliance on the completeness, accuracy, suitability or currency of the information on the Site and Resources (including third-party material and advertisements);

(b) failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration or unauthorised access to records;

(c) accessing any sites or servers maintained by other organisations through links on the Site or any communication from the Site. Links are provided for the convenience of users of the Site only and without responsibility for the content or operation of those sites (unless otherwise stated, linked sites and the services are not endorsed by us and your linking to any such site is at your own risk);

(d) the provision of credit card or other financial information, the failure to complete (or delay in completing) any transaction, or other loss or damage arising from any e-commerce transacted or attempted to be transacted on the Site (if any).

5.3. To the extent permitted by law, we disclaim all warranties, express or implied. We do not warrant that the Site will be uninterrupted or free from error or that any defects on the Site will be corrected or that the Site or servers are free of viruses or other harmful conditions or components.

5.4. Although we take all appropriate security measures to protect your information, we cannot guarantee the security of information transmitted over the Internet. Please do not send sensitive or confidential information to us by email as transmission over the Internet cannot be completely guaranteed. We assume no responsibility for any loss of confidentiality or for the security of any information that you transmit to us electronically.

6. INDEMNITY

6.1. You agree to defend, indemnify and hold us, our affiliates, employees, agents, contributors, third party content providers and licensors harmless from and against:

(a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your access to or use of the Site, Resources and its Works;

(b) any direct or indirect consequences of you accessing or using the Site; or

(c) any breach of the Terms.

6.2. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defence of such claim.

7. ADVERTISING AND LINKS

7.1. The Site may contain links and pointers to websites operated by third parties.

7.2. We do not control these linked websites and are not responsible for the contents of any linked website. The links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement by us of the site or the products or services provided at those sites.

7.3. Your access to any such website is at your own risk. You should contact the relevant third-party directly to enquire on that information prior to entering into a transaction in relation to the third-party products and services.

8. NO WAIVER

8.1. No waiver of rights under this agreement or any of our policy, or agreement between us and a User shall constitute a subsequent waiver of this or any other right under this agreement.

8.2. Any failure on our part to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

9. LAW AND JURISDICTION

9.1. These Terms are governed by and construed in accordance with the laws of the State of New South Wales, Australia. You submit to the non-exclusive jurisdiction of the Courts of New South Wales and Courts of Appeal from them for determining any dispute concerning these Terms.

9.2. If any provision of these Terms is found to be invalid or unenforceable by a Court of Law, such invalidity or unenforceability will not affect the remainder of the Terms which will continue in full force and effect.

10. FEEDBACK

10.1. We welcome and encourage you to provide feedback, reviews, comments and suggestions for improvements to the Site and our Service ("**Feedback**"). You may submit Feedback by using the contact details provided below.

10.2. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license under all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise use the Feedback.

11. OUR DETAILS

11.1. This Site is operated SAS (ABN 77 288 359 636).

11.2. Our principal place of business is at Suite 214, Level 2, 30-32 Campbell Street, BLACKTOWN NSW 2148. Our postal address is PO Box 8049, BLACKTOWN NSW 2148.

11.3. You can contact us:

(a) by post, using the mailing address given above;

(b) using our contact form on the Site, should one be made available to you;

(c) by calling us at (02) 9622 3005; or

(d) by email at info@sasinc.com.au

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Privacy Policy last updated 17 June 2019.