

**AUSTRALIAN CHAPTER OF THE INSTITUTE OF CHARTERED  
ACCOUNTANTS OF INDIA SYDNEY**

**TERMS & CONDITIONS**

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The following covers the general terms and conditions relating to the use of services of the Australian Chapter of the Institute of Chartered Accountants of India Sydney (also referred as Australian Chapter of ICAI Sydney).

## USING OUR WEBSITES

### 1. The Australian Chapter of ICAI Sydney Websites

The Australian Chapter of ICAI Sydney (ABN 48 419 233 026) website, under its domain name "www.icaai.org.au" resides on servers in the State of New South Wales, Australia. The website is offered to you conditional upon your acceptance of these terms of use and the associated privacy policy. Your use of and access to the website constitutes your acceptance.

We may change the terms of use at our discretion and without notice. A version of the current terms of use will be available on the website as they are changed. By continuing to use our website you accept the terms of use as they apply from time to time.

The laws applicable to use of the website and to disputes arising out of the website are the laws applying in the State of New South Wales in Australia. If you access the website from outside Australia you are also responsible for ensuring compliance with all applicable laws in the place where you are located.

### 2. Anti-spam notice

Publication of electronic addresses on the website is for the purpose of professional communication only and must not be used to infer consent by The Australian Chapter of ICAI Sydney or the relevant addressees, to the receipt of unsolicited commercial electronic messages.

### 3. Website Content

Material or information ("**Content**") on the website is not advice and is subject to periodic changes and may include technical inaccuracies or typographical errors. The Australian Chapter of ICAI Sydney does not warrant the accuracy, completeness or adequacy of the content in the website. You should make your own enquiries before entering any transaction on the basis of the content of the website.

The Australian Chapter of ICAI Sydney reserves the right to moderate any user-generated website content as it considers appropriate, including in forums and any Q&A.

For the Australian Chapter of ICAI Sydney, the information on this website is factual information or general advice only and has been prepared without taking into account your particular objectives, financial situation or needs. Before selecting any product or service or acting on any advice you should consider the appropriateness of the advice having regard to your objectives, financial situation and needs. If any information on this website relates to a particular product or service you should obtain any relevant disclosure statement for that product or service from the relevant companies before making a decision about whether to acquire the product or service. Our products and services are available only in Australia from The Australian Chapter of ICAI Sydney (ABN 48 419 233 026).

## 4. External links and advertisements

The website contains links to websites maintained by other organisations over which The Australian Chapter of ICAI Sydney has no control. The Australian Chapter of ICAI Sydney do not necessarily sponsor, endorse, or approve any material or advertising on external sites or the operations of external sites. You access those external sites and use their information, products and services solely at your own risk.

The Australian Chapter of ICAI Sydney neither makes any warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any material or advertising on external sites to which the website is linked, nor is responsible for the availability of these external links. You should refer to the relevant external site or advertiser for information on its products or services.

You must not create or maintain any link from another website to the website without our written consent.

## 5. Limitation of liability

The Australian Chapter of ICAI Sydney (i) makes no warranties or representations about the website or any of the content; (ii) accepts no responsibility for any loss suffered by you or anyone else in connection with the use of the website or any of the Content; (iii) does not guarantee that the website will not cause damage or is free from viruses or any other defects or errors. Under no circumstances will The Australian Chapter of ICAI Sydney be liable for any incidental, special or consequential damages, including damages for loss of business or other profits arising in relation to the content. This includes, but is not limited to, the transmission of any computer virus or any other defects or errors.

Neither the Australian Chapter of ICAI Sydney nor its office bearers or volunteers shall be held responsible or liable for any direct or indirect loss or damages caused or alleged to have been caused by your use, of, or reliance on, any content, goods or services available on external sites. Any concerns regarding an external link, should be directed to its responsible site administrator or webmaster.

The Australian Chapter of ICAI Sydney excludes, to the maximum extent permitted by law, any liability which may arise as a result of the use of the website or the Content on it. Where any law implies a warranty or guarantee which may not be lawfully excluded, then to the maximum extent permitted by law, The Australian Chapter of ICAI Sydney's liability for breach of the warranty or guarantee will at its option be limited to the supply of the services again or the payment of the cost of having them supplied again.

## 6. Copyright in material on this site and restriction of use

Save and except for any third party copyright included on the website under a licence or agreement, all the content of the website and downloads from it, is owned by The Australian Chapter of ICAI Sydney. All rights are reserved.

Other than for the purposes of and subject to the conditions prescribed under the *Copyright Act 1968* (Cth) (or any other applicable legislation throughout the world), or as otherwise provided for in this copyright notice, no part of any content may in any form or by any means (including electronic, mechanical, microcopying, photocopying or recording) be reproduced, adapted, stored in a retrieval system, transmitted or reproduced on any other Internet website without the prior written permission of the copyright owner.

For further information about copyright in content, contact the Chairman of the Australian Chapter of ICAI Sydney. The Australian Chapter of ICAI Sydney grants you permission to do the following with the content unless otherwise indicated:

- store a reproduction of the content on your local computer for the sole purpose of viewing it.
- print hard copies of the content for non-commercial use or personal use only
- reproduce or distribute any complete page of the content so long as: you do not reproduce or redistribute less than a complete page, or, where a document consists of more than one page, less than the complete document. Further, you do not modify the copy from how it appears on the website (unless expressly authorised by The Australian Chapter of ICAI Sydney)
- This copyright notice appears in its entirety in each copy made or distributed, and the content is appropriately attributed to The Australian Chapter of ICAI Sydney or as relevant.

The information uploaded on the website in the 'Infohub' section is only for viewing purposes and the feature is only available to the members of the Chapter. Any other use

of the information by a member or any use by a non-member is not permissible and can result in legal action and liability.

Without limiting the foregoing, you must not reproduce, frame, transmit (including broadcast), adapt, link to, or otherwise use any of the content on the website including audio and video excerpts without the prior written approval of The Australian Chapter of ICAI Sydney or as relevant.

## 7. Copyright in other material

The Australian Chapter of ICAI Sydney makes no warranties or representations that third party material on the website, or material on other websites to which the website is linked, does not infringe the intellectual property rights of any person anywhere in the world.

The Australian Chapter of ICAI Sydney must not be taken to be, authorising infringement of any intellectual property rights contained in material on other sites by linking the website to such material on other sites.

## 8. Trademarks

Trademarks including but not limited to the words "Australian Chapter of ICAI Sydney" unless otherwise indicated, are owned by The Australian Chapter of ICAI Sydney in Australia and may be the subject of rights in other countries. You must not use 'Australian Chapter of ICAI Sydney', similar or abbreviated name or trademarks except: (i) by saving or printing out a copy of the website as permitted by the copyright notice above; (ii) as permitted by written agreement from The Australian Chapter of ICAI Sydney or as relevant.

The website may contain trademarks or logos of other companies or organisations and these are proprietary to the registered owner(s) of such marks.

## 9. Indemnification

You agree to indemnify, defend and hold harmless Australian Chapter of ICAI Sydney, its office bearers and volunteers and employees, from any loss, liability, claim, demand, damage or expenses (including reasonable solicitor's fees) asserted by any third party due to or arising from or in connection with your use of Content, or your conduct on the website, or messages posted or transmitted by you on or through the website. The Australian Chapter of ICAI Sydney reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, which shall not excuse your indemnification obligations.

## 10. Invalid terms and conditions

In the event that any or any part of the terms contained in these terms of use are determined by a court to be invalid, unlawful or unenforceable, then such terms shall be severed from the remaining terms.

## 11. Variation of terms of use

The Australian Chapter of ICAI Sydney reserves the right, at their sole discretion, to change, modify, add or delete portions of these terms of use at any time and you should therefore periodically review this page.

## 12. Unavailability of website service

The Australian Chapter of ICAI Sydney does not accept responsibility in the event that the website is unavailable to you due to any computer downtime, malfunction or such other event outside the control of the Australian Chapter of ICAI Sydney.

## 13. Creating an account

Whether you are a member of the Australian Chapter of ICAI Sydney or a non-member, you need to create an account in order to purchase products and services from the website, enrol in courses or enter website competitions. Members may be entitled to receive discounts when purchasing products or services, or registering for events or courses, via the website. Access to some areas of the website may also be restricted to members only.

## 14. Password requirement

The Australian Chapter of ICAI Sydney members may obtain a password by logging into the relevant website and registering for a password. In certain circumstances non-members may be able to obtain a password. For further information, please contact us. The Australian Chapter of ICAI Sydney may refuse to issue a password, in their sole discretion, until such time as it has satisfied itself about the identity of the user and the ability of the user to perform its obligations under these terms of use.

## 15. Password security

You must keep your password confidential at all times. You must not: (i) allow anyone to watch you enter your password when accessing the website; (ii) record your password

in any manner that would indicate to anyone that it is the user's password. You must inform us as soon as possible if you become aware of misuse of your password or loss or theft of a record of the password, or if you suspect that the password has become known to anyone. If you delay unreasonably in notifying us, you will be liable for your losses.

## PURCHASING

### 16. Payments

The Australian Chapter of ICAI Sydney securely handles payments through eWay Payment Gateway.

The payment for the Australian Chapter of ICAI Sydney is required in order to register for the Australian Chapter of ICAI Sydney events, training, enrol in courses, or purchase any other products or items. Unless otherwise indicated, no product or service shall be delivered to you without payment being received by the Australian Chapter of ICAI Sydney.

A tax invoice (receipt) will be issued for completed purchases. Any dispute regarding the invoice must be notified to the Australian Chapter of ICAI Sydney within two business days of receipt of invoice.

The following payment options are available:

- credit card

The following credit cards are accepted:

- Visa
- Mastercard
- American Express

Offline transactions may be available if provided in the details for individual products.

### 17. Prices

Prices are correct at the time they appear on the website. However, The Australian Chapter of ICAI Sydney reserves the right to change prices at any time.

Unless otherwise stated the prices include processing, handling and delivery charges (as applicable) for delivery to your nominated location.

## 18. Shopping privacy

In addition to those provisions under the the Australian Chapter of ICAI Sydney privacy policy, The Australian Chapter of ICAI Sydney will disclose relevant personal information collected about you when you place an order to relevant third party suppliers (if any) for the purposes of processing your order and delivering your ordered item(s) (if applicable). The third party supplier has agreed that such information shall not be used except for the purposes of fulfilling the order. The third party supplier will retain such relevant information as is necessary for the purposes of any warranty claim. Upon expiry of such a time, the information will be returned to the Australian Chapter of ICAI Sydney managed in accordance with the Australian Chapter of ICAI Sydney privacy policy.

## 19. Refunds and returns

- The Australian Chapter of ICAI Sydney does not give refunds for the change of mind.

## OTHER

### 20. Consent to use and publish information

By obtaining the membership of the Australian Chapter of ICAI Sydney, you give consent to take, record, publish their photographs (with or without their name) on this website, social media accounts, publications, circulars or other relevant places. You also provide consent to take, edit, use, record, publish the name, age, gender and photographs of your dependents and children under 13 years of age, taken at the events organised by the Chapter.

By accepting the invitation to events and/or attending the events, you provide consent to take, edit, record, publish, or otherwise use your photographs on our website, social media accounts, publications, circulars or for other promotional purposes.

The Chapter or it's volunteers will not be liable for any action against them where the information was used or disseminated for the above specified purposes.