Air Force Association
South Australian Division
Incorporated

AFA (SA) WEBSITE TERMS AND CONDITIONS

DATED: THE 1st DAY OF JULY, 2024

AFA (SA) WEBSITE TERMS AND CONDITIONS

In these terms and conditions, "we" "us" and "our" refers to Air Force Association South Australian Division Incorporated. Your access to and use of all content on this website is provided subject to the following terms and conditions.

We reserve the right to amend this notice at any time and your use of the website following any amendments will represent your agreement to be bound by these terms and conditions as amended. We therefore recommend that each time you access our website you read these terms and conditions.

Our Website Services

1. We reserve the right to prevent you using this website at any time if you breach these terms and conditions.

Site Access

2. When you visit our website, we give you a limited licence to access and use our information for personal use.
3. You are permitted to download a copy of the information on this website to your computer for your personal use only provided that you do not delete or change any copyright symbol, trade mark or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights.
4. Except as permitted under the *Copyright Act* 1968 (Cth), you are not permitted to copy, reproduce, republish, distribute or display any of the information on this website without our prior written permission.
5. The licence to access and use the information on our website does not include the right to use any data mining robots or other extraction tools. The licence also does not permit you to meta-tag or mirror our website without our prior written permission. We reserve the right to serve you with notice if we become aware of your meta-tagging or mirroring of our website.

Hyperlinks

6. This website may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our

website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.

7. Linking our website is not permitted. We reserve the right to serve you with notice if we become aware of such linking.

Intellectual Property Rights

8. The copyright to all content on this website including applets, graphics, images, layouts and text belongs to us or we have a licence to use those materials.
9. All trade mark brands and logos generally identified either with the symbols TM or ® which are used on this website are either owned by us or we have a licence to use them. Your access to our website does not license you to use those marks in any commercial way without our prior written permission.

Disclaimers

10. The information we provide on this website is of a general nature only. We are not providing professional advice and you should obtain professional or specialist advice that is appropriate to your circumstances and we give no warranty and accept no liability should you use the information without obtaining independent advice.
11. We give no warranty that the information is free from error or omission and you should use your own care and skill when accessing and using it.
12. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.
13. We take all due care in ensuring that our website is free of any virus, worm, Trojan horse and/or malware, however we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website.

Limitation of Liability

14. To the full extent permitted by law, our liability for breach of an implied warranty or condition will not be greater than the amount you paid to access our website.

Indemnity

15. By accessing our website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our website.

Jurisdiction

16. These terms and conditions are to be governed by and construed in accordance with the laws of NSW and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in NSW and you agree to submit to the jurisdiction of those Courts.
17. If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

Privacy

18. We undertake to take all due care with any information including Comments which you may provide to us when accessing our website. However, we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.
19. Our compliance with privacy legislation is set out in our separate Privacy Policy which may be accessed from our home page.