

Terms of Use

Welcome to the Australasian Society for Ultrasound in Medicine website. By accessing or using this website, you agree to the Terms of Use of our website set out below. The Terms of Use include our Privacy Policy and any other terms or conditions on this website.

The Australasian Society for Ultrasound in Medicine Website ("Site") is owned and operated by The Australasian Society for Ultrasound in Medicine (ACN 001 679 161) ("ASUM"). 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 Site as they are changed. By continuing to use the Site you accept the Terms of Use as they apply from time to time. A copy of the ASUM current Terms of Use is displayed on the Site at all times. Since you are bound by these Terms of Use, you should periodically refer to them in this document and elsewhere on the Site.

Intellectual property and restrictions on use of Content on the Site

All information, text, material, graphics, and software on the Site ("Content") are Copyright ©2005 ASUM. The Content is protected by Australian and international copyright and trademark laws. Content on the Site is published in real-time, and 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 provided for on the Site or expressly authorised in writing by ASUM. Strictly on the condition that you keep all Content intact and in the same form as presented on the Site (including without limitation all copyright, trademark and other proprietary notices), you may: a) using an industry-standard Web browser, download and view the Content for your personal, non-commercial use. You must not use the Site in any manner or for any purpose which is unlawful or in any manner which violates any right of ASUM or an affiliate or which is prohibited by the Terms of Use.

Communication Facilities

The Site contains electronic discussion boards, chat rooms and other communication facilities which provide for feedback by users to ASUM, real-time interaction between users (including individuals referred to as guests and members) and other electronic messaging and notice services ("Communication Facilities").

It is a condition of your use of any Communication Facility and your access to the Site that you do not do any of the following:

- (a) restrict or inhibit any other user from using or enjoying any forum;
- (b) post or transmit any unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent information or material of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law;
- (c) post or transmit any material of any kind which violates or infringes upon the rights of any other person, including material which is an invasion of any privacy or publicity rights or which is protected by copyright, trademark or any other proprietary right or derivative works with respect thereto, without first obtaining permission from the owner or relevant right holder;
- (d) post or transmit any material of any kind which contains a virus or other harmful component;
- (e) post, transmit or in any way exploit any material of any kind for commercial purposes or which contains any promotional material or advertising;
- (f) delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded; or
- (g) download any file posted by any other user of a forum if you know, or reasonably ought to know, that the file cannot legally be distributed in such manner.

ASUM may from time to time monitor or review the contents of its Communication Facilities. While ASUM reserves its right to edit, refuse to post or to remove any information and/or materials (in whole or in part) that in ASUM sole discretion is in any way objectionable or in violation of any applicable law or the Terms of Use, ASUM has no obligation whatsoever to monitor any Communication Facility or to edit, delete or refuse to post such contents, nor is ASUM responsible for any contents in any Communication Facilities (including any information, comments and/or advice of any individual referred to as guest or member whose statements on the Site are solely their own). You expressly acknowledge and agree that the Communication Facilities provide a means of public and not private communications.

ASUM reserves the right to cooperate fully with any law enforcement authority in any jurisdiction in respect of any lawful direction or request to disclose the identity or other information in respect of anyone posting any materials which violate any applicable or relevant law.

User licence to ASUM

By placing any information or other material on the Site (including posting messages, uploading files, inputting data or engaging in any other form of communication), you grant to ASUM a perpetual, royalty-free, non-exclusive, irrevocable, unrestricted, worldwide licence to do the following in respect of the information or material:

1. use, copy, sub-licence, redistribute, adapt, transmit, publish and/or broadcast, publicly perform or display, and
2. sub-licence to any third parties the unrestricted right to exercise any of the foregoing rights granted.

The foregoing grant includes the right to exploit all proprietary rights in any such information or other material, including but not limited to rights under copyright, trademark, service mark or patent laws under any jurisdiction worldwide. You expressly waive in favour of ASUM and any other party authorised by ASUM all moral rights and any similar rights in any jurisdiction which you may have or hereafter acquire in respect of any relevant communication or other material. At the request and expense of ASUM, you will execute and deliver to ASUM such instruments and take such other actions as may be required to carry out this grant of licence and waiver.

Links to third party websites and e-commerce offers

The Site contains hyperlinks and other pointers to Internet websites operated by third parties. These linked websites are not under the control of ASUM and ASUM is not responsible for the contents of any linked website or any hyperlink contained in a linked website. ASUM provides these hyperlinks to you as a convenience only, and the inclusion of any link does not imply any endorsement of the linked website by ASUM or its affiliates. You link to any such website entirely at your own risk.

The document prices listed in the Shopping cart are in \$AUD ("Service") and are accurate at the time the ASUM posts them. They are subject to change without notice by ASUM. Your use of the Service is subject to the ASUM Terms of Use.

Disclaimer and limitation of liability

The Trade Practices Act 1974 (s 68A) and similar state and territory Legislation in Australia may confer rights and remedies on you in relation to the provision by ASUM of goods or services on the Site which cannot be excluded, restricted or modified ("Non-excludable Rights"). ASUM does not exclude any Non-excludable Rights but does exclude all other conditions and warranties implied by custom, law or statute.

Except as provided for by the Non-excludable Rights:

(a) all Content is provided "as is" and without warranties of any kind, either express or implied,

(b) ASUM and its suppliers expressly disclaim all warranties of any kind, including but not limited to implied warranties of merchantability and fitness for a particular purpose,

(c) ASUM does not warrant that the functions contained in any Content or any Communications Facility or your access to the Site will be uninterrupted or error-free, that any defects will be corrected or that the Site or the server which stores and transmits Content to you are free of viruses or any other harmful components,

(d) ASUM does not warrant or make any representation regarding your access to, or the results of your access to, the Site (including any related or linked websites) or any Content in terms of correctness, accuracy, timeliness, completeness, reliability or otherwise, and

(e) you (and not ASUM) assume the entire cost of any necessary verification, maintenance, repair and/or correction of any relevant Content.

Under no circumstances (including but not limited to any act or omission on the part of ASUM) will ASUM or its affiliates be liable for any indirect, incidental, special and/or consequential damages or loss of profits whatsoever which result from any use or access of, or any inability to use or access, the Site or any Content. You expressly acknowledge and agree that ASUM does not exert control over users of the Site (including individuals referred to on the Site as guests and members) and is not liable either for their opinions or their behaviour, including any information and/or advice and any defamatory statements or offensive conduct.

Termination

The Terms of Use are effective until terminated by ASUM, and ASUM may terminate this agreement and your access to the Site at any time without notice. In the event of termination, you are no longer authorised to access the Site, but all restrictions imposed on you, licences granted by you and all ASUM disclaimers and limitations of liability set out in the Terms of Use will survive.

Miscellaneous

ASUM relies on your continued observance of these Terms of Use. If ASUM suffers any loss or damage or incurs any costs in connection with any breach of these Terms of Use or any other legal obligation then you agree to indemnify ASUM for those losses, damages and costs.

The terms of this agreement apply to the full extent possible in relation to the supply by ASUM of any content.

This agreement will be governed by and construed in accordance with the laws of New South Wales, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales. If any provision of this agreement is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the agreement which will continue in full force and effect.

All rights not expressly granted herein are reserved.

Information

For any further information about our Terms of Use, please contact the Privacy Officer at privacy@asum.com.au or

Privacy Officer
ASUM
Unit 2
181 High Street
Willoughby NSW 2068