

GENERAL WEBSITE TERMS OF USE

The ArchiTeam website located at architeam.net.au (the **Site**) is operated by ArchiTeam Cooperative Ltd (ABN 65 894 162 886) (**ArchiTeam, us, we, our**). References in this document to 'you' or 'your' refer to any user of this Site.

Your access to and use of the Site and the data it contains (collectively, your **Access**) is conditional on your acceptance and compliance with the terms, conditions, notices and disclaimers contained on this page and elsewhere on the Site (**Terms of Use**).

By using the Site or the services, goods, features or functionality offered through the Site (**Services**) you agree to be bound by these Terms of Use. Additionally, our specific terms (for example, terms relating to membership or events) may also apply to you, depending how you engage with us.

Eligibility to use our Site

1. Our Site is directed to users who are residing in and using the Site within Australia.

Privacy

2. By accepting these Terms of Use you agree to the collection, use and sharing of information in accordance with the ArchiTeam [Privacy Policy](#).
3. Further, you agree to comply with all applicable privacy and data protection laws in uploading any data to the Site and you warrant that all relevant consents have been obtained from any identifiable individuals.

Ownership of content

4. The materials displayed on the Site, including all information, text, materials, graphics, software, tools, results derived from the use of software and tools, advertisements, names, logos and trade marks on the Site (**Content**) are protected by copyright, trade mark and other intellectual property laws.
5. Except as otherwise expressly provided for in these Terms of Use, or as authorised by us in writing, you will not, and will not permit or authorise third parties to:
 - (a) modify, copy, reproduce or publish the Content; or
 - (b) create a derivative work, or reverse engineer or reverse assemble the Content.
6. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
7. You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.
8. If you print off, copy or download any part of our Site in breach of these terms, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
9. If we provide social media features such as the ability to share content, you may take such actions as are enabled by such features.

10. You must not delete or alter any copyright, trade mark or other proprietary rights notices from copies of materials from this Site.

User Data

11. You agree to provide an irrevocable, transferable, perpetual, royalty free licence to ArchiTeam for the use of any intellectual property rights in all data, images, audio and video files uploaded by you to the Site (**User Data**) for the purposes of ArchiTeam's business and the provision of the Services by ArchiTeam.
12. You acknowledge and agree that you, and not ArchiTeam, are responsible for ensuring the lawfulness of the User Data you upload to the Site and obtaining any and all necessary rights and consents required from the relevant individuals to upload, store, and access any User Data.
13. You acknowledge and agree that it is your responsibility to ensure that:
 - (a) your User Data does not infringe any intellectual property rights, privacy rights or any other rights of any person; or
 - (b) your use of the Services and supply of the User Data does not breach any obligations of confidentiality to any person.

Access to the Site

14. You agree and acknowledge that use of the Services is at your sole risk.
15. You agree that you will not:
 - (a) use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site;
 - (b) use the Site, Services or Content for any purpose that is illegal, beyond the scope of their intended use, or otherwise prohibited in these Terms of Use;
 - (c) use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site;
 - (d) compromise the security of the Site;
 - (e) use or attempt to use another person's ArchiTeam account without authorisation;
 - (f) upload or publish content that:
 - (i) may infringe the intellectual property rights of any person;
 - (ii) impersonates any person or entity or otherwise misrepresents your relationship with ArchiTeam or any other person;
 - (iii) is false, misleading, defamatory, slanderous, obscene, inappropriate, harassing or abusive of another person or is invasive of another persons' privacy;
 - (iv) contains or promotes sexual or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - (v) promotes any illegal activity, or advocate, promote or assist any unlawful act;
 - (vi) is otherwise contrary to law;
 - (vii) has been solicited by an incentive or payment from another person; or

- (viii) contains viruses, malware or any other malicious software or data;
- (g) use the Site, Services or Content in a manner that violates the publicity, privacy or data-protection rights of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with the Terms of Use;
- (h) use any manual process to monitor or copy any of the material on the Site or for any other unauthorised purpose without our prior written consent;
- (i) use any device, software or routine that interferes with the proper working of the Site;
- (j) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- (k) attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site;
- (l) attack the Site via a denial-of-service attack or a distributed denial-of-service attack; or
- (m) otherwise attempt to interfere with the proper working of the Site.

Limitation of liability, no warranty and disclaimer

16. Except for liability in relation to breach of any implied condition, warranty or guarantee, including under the *Competition and Consumer Act 2010* (Cth), the exclusion of which would contravene any statute or cause any part of the Terms of Use to be void (**Non-excludable Condition**), to the extent permitted by law, ArchiTeam specifically disclaims all liability for any loss or damage (including actual, special, direct, indirect and consequential) arising out of or in any way connected with the Site or our Services.
17. To the extent permitted by law, you agree that none of ArchiTeam, our related entities nor any of their respective directors, officers, employees, contractors or agents (**Employees**) will be liable for any loss or damage, however arising (whether in negligence or otherwise), in connection with your Access, the Site, the Services, the Content or any omissions from the Content.
18. Except for liability in relation to any Non-excludable Condition, the ArchiTeam Site is provided on an "as is" and "as available" basis, and without any warranty or condition, express or implied. To the extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement to extent allowed by law.
19. To the extent permitted by law, ArchiTeam, ArchiTeam related entities, or any of their Employees make no representation or warranty:
 - (a) as to the accuracy, legality, suitability or reliability of the information contained in the Content; or
 - (b) that the Services will be uninterrupted, without delay, error-free or omission-free.

Do not rely on information on the Site

20. The Content is provided for general information only. It is not intended to amount to advice on which you should rely.

Indemnification

21. You indemnify and keep indemnified, ArchiTeam and its Employees (**Indemnified Parties**) against all loss, cost, expense or damage which the Indemnified Parties suffer or incur, as a direct or indirect result of:
- (a) your breach of the Terms of Use;
 - (b) your violation of any law or rights of a third party; and
 - (c) any legal proceedings or any claim made against the Indemnified Parties by a third party, which arises directly or indirectly from any content created by you in breach of the Terms of Use.

We are not responsible for websites we link to

22. If the Site contains hyperlinks to third party websites not operated by us, we make no warranty or representation about the accuracy of the information on those third party websites, nor are we in any way responsible for any linked content on any third party website.
23. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. You access third party websites entirely at your own risk and subject to the terms and conditions of use for those websites.

We are not responsible for viruses

24. You are responsible for configuring your technology to access our Site. You should use your own virus protection software.

Rules about linking to our Site

25. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. The website in which you are linking must comply in all respects with the standards set out in these terms.
26. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
27. Our Site must not be framed on any other website, nor may you create a link to any part of our Site other than the home page.
28. We reserve the right to withdraw linking permission without notice.
29. If you wish to link to or make any use of content on our Site other than that set out above, please contact us at admin@architeam.net.au.

Dispute resolution

30. If you have a complaint about the ArchiTeam Site, please contact us at admin@architeam.net.au, and we will endeavour to resolve it.

General

31. If any of the Terms of Use are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.

32. If we do not take steps in relation to a particular breach by you of these Terms of Use, this will not be treated as a waiver by us of our right to act with respect to that breach, or in respect of any subsequent or similar breaches.
33. These Terms of Use constitute the entire terms of the agreement between you and ArchiTeam, except where specific terms apply in which case the applicable terms, will also apply and take priority in the event of any inconsistency.
34. The Terms of Use are governed by the laws in force in Victoria, Australia. You agree to submit to the exclusive jurisdiction of the courts in Victoria, Australia.
35. We may change or discontinue any aspect of the ArchiTeam service, or modify the Terms of Use at any time and will provide appropriate notice if the change has a materially adverse impact.