



It is a requirement of Softball Australia Ltd that all states adopt this policy and ensure affiliates and members comply with its requirements.

## Website Terms of Use

### POLICY 6/2011

Approved by the SAL Board:	30 May 2010
Updated:	30 May 2010
Review date:	30 May 2011

Approved by the SWA Board:	May 2011
Review date:	May 2012

#### **SOFTBALL AUSTRALIA LIMITED**

ACN 092 181 318

Level 2 | 21 Burwood Road | Hawthorn Vic 3122 | Australia

T: +61 3 9818 6144 | F: +61 3 9819 6199 | E: [info@softball.org.au](mailto:info@softball.org.au) | W: [www.softball.org.au](http://www.softball.org.au)



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## 1 Introduction

- 1.1 The purpose of this document is to communicate clearly the terms and conditions (**Terms**) under which the Softball Australia Limited (**SAL**) website (**Website**) is made available to visitors to our website.
- 1.2 For the purpose of these Terms:
  - SAL means all Member States, Associations and Clubs
  - Website means all Member State, Association and Club websites on the platform provide by SAL.
- 1.3 Your use of the Website constitutes your agreement to all such Terms.

## 2 Content

- 2.1 The Website is owned and operated by SAL. Its use and the use of any data, images, services, tools, facilities and other information (**Material**) regarding various programs, products, services and activities that are made available on the Website is governed by the law of the State of Victoria, Australia.
- 2.2 Material found on the Website is made available on the understanding that you will exercise caution with respect to its use. Before relying on Material found on the Website, you should carefully evaluate the accuracy, completeness and relevance of the information.

## 3 Access and security

- 3.1 Certain parts of the Website are available to all users of the Website. However, some parts of the Website include Material that is only available to Members or sub-sets of Members. Members will be provided with a username and password to access the restricted content.
- 3.2 You are responsible for maintaining the confidentiality and security of your user name and password.
- 3.3 You understand and agree that you are fully responsible for all actions and submissions made from your account.
- 3.4 If you become aware of any unauthorised use of your account, you should notify SAL immediately.
- 3.5 If you cease to be a Member, your access to Member only areas of the Website will be terminated.

## 4 User participation

- 4.1 As a condition of your use of the Website, you agree that you will not use the Website for any purpose that is unlawful or in a manner prohibited by these terms of use.



4.2 In particular, you agree not to:

- use the Website for any activities that breach any laws or regulations or infringe a third party's privacy or patent, trade mark, copyright or other proprietary rights
- publish, distribute, transmit or disseminate on the Website any Material which is unlawful, obscene, defamatory, indecent, offensive, vexatious, inappropriate or racially, ethnically or otherwise objectionable or discriminatory
- undertake or promote any unsolicited or unauthorised advertising, promotional material, surveys, contests, pyramid schemes, requests for donations, chain letters, unsolicited emailing or spamming via the Website
- impersonate any person or entity
- upload, post, email or otherwise transmit any Material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware
- undertake any conduct that, in SAL's view, restricts or inhibits any other user from using or enjoying the Website.

4.3 You are able to submit and, in some instances, post Material to the Website. By posting or submitting Material to the Website, you represent and warrant that:

- you own all the rights to that Material or are authorised to use and distribute the Material via the Website
- the Material does not and will not infringe any copyright or any other third-party right nor violate any applicable law or regulation.

4.4 SAL reserves the right to amend any Material submitted for publication on the Website. SAL may refuse to publish or remove Material that, at its sole discretion, does not meet its standards or does not comply with these terms of use. SAL is not responsible for any failure to publish or delay in removing such Material.

4.5 SAL can publish, modify, adapt and retransmit to others any content submitted by you free of charge and without restriction, subject to the SAL Privacy Policy.

4.6 You will indemnify SAL, its employees, agents and representatives from any loss or damage, including consequential loss or damage, which may arise from:

- the posting or deletion of content submitted by you
- for any breach of these Terms by you.

## 5 Links to other websites

5.1 Links to third party websites contained within the Website are provided solely for your convenience.

5.2 Links are designed to provide access to relevant and useful supplementary information and resources from other organisations. It is generally preferable to provide links rather than copying material from third party websites to ensure the material is current and to avoid breaching copyright.

5.3 SAL does not sponsor, endorse, approve of or warrant the quality, accuracy, merchantability or fitness for purpose of the Material on those websites. Access to third



party websites and use the Material or products and services offered on or through links is at your own risk.

- 5.4 SAL reserves the right to remove links posted by you for any reason at any time, with or without notice.

## **6 Links to SAL website**

- 6.1 SAL welcomes links to the Website from other websites on condition that those websites and the Material on those websites is consistent with SAL's values and purpose.

## **7 Copyright**

- 7.1 Material published on the Website is protected by the same laws of copyright that apply to print, music and other Material. The right to copy always remains with the owner of the Material.
- 7.2 Unless otherwise expressly indicated in specific Material, copyright subsisting in the Material is owned or licensed by SAL to the full extent provided under Australian and international copyright laws.
- 7.3 You may view the Website and the Material and you are permitted to save, print and reproduce the Material solely for your personal information, research or study. You must not modify this Material. If you quote Material from the SAL website, you must attribute the material to SAL and include the SAL copyright notice "© SAL" on all copies of the Material.
- 7.4 You are prohibited from copying, reproducing, modifying, distributing, displaying, performing or transmitting any of the Material for any other purpose without SAL's prior written consent.

## **8 Trademarks**

- 8.1 The Website contains trademarks of SAL and various third parties, which may be registered or otherwise protected by law. These include the SAL logo and the logos of various Members States, Associations and Clubs.
- 8.2 You may not use these trademarks without the prior written consent of the owner of the relevant trademark.

## **9 Disclaimer**

- 9.1 SAL will use its best efforts to ensure that the Website and all Material is correct at the time of publication, and of a high standard, accurate, complete and suitable for use. However, SAL makes no warranties or representations as to the quality, accuracy, completeness or suitability for any purpose of the Website or the Material.
- 9.2 Further, SAL does not warrant or represent that the Material will not cause damage or is free from any computer virus or any other defects or errors.



9.3 To the extent permitted by law, SAL and its employees, agents and consultants will not be held liable for any loss or damage (including indirect, special or consequential loss or damage) arising from the use of, or reliance on, the Website or the Material whether or not caused by any negligent act or omission.

9.4 The Website and the Material are subject to change at any time without notice.

## 10 Comments and complaints

10.1 All comments and complaints about the Website and Material should be made through the feedback mechanism provided on the Website at [www.softball.org.au](http://www.softball.org.au)

## 11 Changes to the terms of use

11.1 SAL reserves the right to vary these Terms from time to time. We will notify users of any changes by posting the revised Terms on the Website. Your continued use of the Website after such notice will constitute acceptance of the variation.

## 12 Definitions

**Website** means the Softball Australia website and all Member websites hosted on the Interfuse platform purchased by SAL.

**Member** means a member of the Company in accordance with clause 5 of the SAL Constitution.

**Material** the text, data, services, tools, facilities, images, photographs, videos, podcasts, graphics, design elements, features, tools and other features/content/information.