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# WEBSITE TERMS & CONDITIONS AND WEBSITE PRIVACY POLICY

**Written by:** Chief Executive Officer, ICT Manager and Marketing Coordinator

**Approved By:** CEO

**Date:** 23 March 2022

**Relevant to:** All Staff, Students and Affiliates

**Related College Documents:**

- ICT Policy
- Privacy Policy

**Legislation:**

- Education Act 1990 (NSW) as amended by the Education Amendment (non-Government Schools Registration) Act 2004 (NSW).
- Civil Liability Act 2002.
- Privacy Act 1988.
- Privacy Amendment (Notifiable Data Breaches) Act 2017 (Cth).

**Next Policy Review:** August 2024

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## **1. ABOUT THE WEBSITE**

**1.1** Welcome to [stnarsai.nsw.ed.au](http://stnarsai.nsw.ed.au) (the 'Website'). The Website (the 'Services').

**1.2** The Website is operated by Assyrian Christian Schools Ltd ('ACS'). Access to and use of the Website, or any of its associated Products or Services, is provided by ACS. Please read these terms and conditions (**the 'Terms'**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of the Services, immediately.

**1.3** ACS reserves the right to review and change any of the Terms by updating this page at its sole discretion. When ACS updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

## **2. ACCEPTANCE OF THE TERMS**

You accept the Terms by remaining on the Website.

## **3. COPYRIGHT AND INTELLECTUAL PROPERTY**

**3.1** The Website, the content and all of the related products of ACS are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the context and compilation of the Website (including, but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the content are owned or controlled for these purposes, and are reserved by ACS or its contributors.

**3.2** All trademarks, service marks and trade names are owned, registered and/or licensed by ACS. ACS does not grant you any other rights whatsoever in relation to the Website or the content. All other rights are expressly reserved by ACS.

**3.3** ACS retains all rights, title and interest in and to the Website and all related content. Nothing you do on or in relation to the Website will transfer any:

- a) Business name, trading name, domain name, trademark, industrial design, patent, registered design or copyright, or
- b) A right to use or exploit a business name, trading name, domain name, trademark or industrial design, or
- c) A thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.

**3.4** You may not, without the prior written permission of ACS and the permission of any other relevant rights owners: broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the content or third-party content for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.

## **4. PRIVACY**

ACS takes your privacy seriously and any information provided through your use of the Website and/or content are subject to ACS' Privacy Policy, which is available on this Website.

## 5. GENERAL DISCLAIMER

**5.1** Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

**5.2** Subject to this clause 5, and to the extent permitted by law:

a) All terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and

b) ACS will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the content or these Terms (including as a result of not being able to use the content or the late supply of the content), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

**5.3** Use of the Website and the content is at your own risk. Everything on the Website and the content is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of ACS make any express or implied representation or warranty about the content or any products or content (including the products or content of ACS) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

a) Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft,

destruction, alteration, or unauthorised access to records;

b) The accuracy, suitability or currency of any information on the Website, the content, or any of its content related products (including third party material and advertisements on the Website);

c) Costs incurred as a result of you using the Website, the content or any of the products of ACS; and

d) The content or operation in respect to links which are provided for your convenience.

## 6. LIMITATION OF LIABILITY

**6.1** ACS' total liability arising out of or in connection with the content of these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the content to you.

**6.2** You expressly understand and agree that ACS, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

**6.3** You acknowledge and agree that ACS holds no liability for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you as a result of providing Your Content to the Website.

## 7. INDEMNITY

7.1 You agree to indemnify ACS, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

a) All actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;

b) Any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or

c) Any breach of the Terms.

## 8. DISPUTE RESOLUTION

### 8.1 Compulsory

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

### 8.2 Notice

A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the dispute.

### 8.3 Resolution

On receipt of that notice ('Notice') by that other party, the parties to the Terms ('Parties') must:

a) Within 30 days of the Notice endeavour in good faith to resolve the dispute expeditiously by negotiation or such other means upon which they may mutually agree;

b) If for any reason whatsoever, 30 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed.

c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition of the mediation

commencing. The Parties must each pay their own costs associated with the mediation.

d) The mediation will be held in New South Wales, Australia.

### 8.4 Confidential

All communication concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

### 8.5 Termination of Mediation

If 30 days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

## 9. VENUE AND JURISDICTION

The Services offered by ACS is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales, Australia.

## 10. GOVERNING LAW

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of the governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

## 11. INDEPENDENT LEGAL ADVICE

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

## 12. SEVERANCE

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.

### Website Terms and Conditions of Use

## 1. WE RESPECT YOUR PRIVACY

**1.1** Assyrian Christian Schools Ltd ('ACS') respects your right to privacy and is committed to safeguarding the privacy of our customers and website visitors. We adhere to the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). This policy sets out how we collect and treat your personal information.

**1.2** "Personal information" is information we hold which is identifiable as being about you.

## 2. COLLECTION OF PERSONAL INFORMATION

**2.1** ACS will, from time to time, receive and store personal information you enter onto our website, provided to us directly or given to us in other forms.

**2.2** You may provide basic information such as your name, phone number, address and email address to enable us to send information, provide updates and process your product or service order. We may collect additional information at other times, including but not limited to, when you provide feedback, when you provide information about your personal or business affairs, change your content or email preference, respond to surveys and/or promotions, provide financial or credit card information, or communicate with our customer support.

**2.3** Additionally, we may also collect any other information you provide while interacting with us.

## 3. HOW WE COLLECT YOUR PERSONAL INFORMATION

**3.1** ACS collects personal information from you in a variety of ways, including when you interact with us electronically or in person, when you access our website and when we provide our services to you. We may receive personal information from third parties. If we do, we will protect it as set out in the Privacy Policy.

## 4. USE YOUR PERSONAL INFORMATION

**4.1** ACS may use personal information collected from you to provide you with information, updates and our services. We may also make you aware of new and additional products, services and opportunities available to you. We may use your personal information to improve our products and services and better understand your needs.

**4.2** ACS may contact you by a variety of measures including, but not limited to telephone, email, SMS or mail.

## 5. DISCLOSURE OF YOUR PERSONAL INFORMATION

**5.1** We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this Policy. Personal information is only supplied to a third party when it is required for the delivery of our services.

**5.2** We may from time to time need to disclose personal information to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request.

**5.3** We may also use your personal information to protect the copyright, trademarks, legal rights, property or safety of ACS, its customers or third parties.

**5.4** Information that we collect may from time to time be stored, processed in or transferred between parties located in countries outside of Australia.

**5.5** If there is a change of control in our business or a sale or transfer of business assets, we reserve the right to transfer to the extent permissible at law our user databases, together with any personal information and non-personal information contained in those

databases. The information may be disclosed to a potential purchase under an agreement to maintain confidentiality. We would seek to only disclose information in good faith and where required by any of the above circumstances.

**5.6** By providing us with personal information, you consent to the terms of this Privacy Policy and the types of disclosure covered by this Policy. Where we disclose your personal information to third parties, we will request that the third party follow this Policy regarding handling your personal information.

## 6. SECURITY OF YOUR PERSONAL INFORMATION

**6.1** ACS is committed to ensuring that the information you provide to us is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure.

**6.2** The transmission and exchange of information is carried out at your own risk. We cannot guarantee the security of any information that you transmit to us, or receive from us. Although we take measures to safeguard against unauthorised disclosures of information, we cannot assure you that personal information that we collect will not be disclosed in a manner that is inconsistent with this Privacy Policy.

## 7. ACCESS TO YOUR PERSONAL INFORMATION

**7.1** You may request details of personal information that we hold about you in accordance with the provisions of the Privacy Act 1988 (Cth). A small administrative fee may be payable for the provision of information. If you would like a copy of the information which we hold about you or believe that any information we hold on you is inaccurate, out of date,



**7.2** We reserve the right to refuse to provide you with information that we hold about you, in certain circumstances set out in the Privacy Act.

## **8. COMPLAINTS ABOUT PRIVACY**

**8.1** If you have any complaints about our privacy practices, please send in details of your complaints to PO Box 21A Fairfield Heights NSW 2165, Australia. We take complaints very seriously and will respond shortly after receiving written notice of your complaint.

## **9. CHANGES TO PRIVACY POLICY**

**9.1** Please be aware that we may change this Privacy Policy in the future. We may modify this Policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on our website. Please check back from time to time to review our Privacy Policy.

## **10. WEBSITE**

**10.1** When you visit our website – When you come to our website we may collect certain information such as browser type, operating system, website visited immediately before coming to our site, etc. This information is used in an aggregated manner to analyse how people use our site, such that we can improve our service.

**10.2** Cookies – We may from time to time use cookies on our website. Cookies are very small files which a website uses to identify you when you come back to the site and to store details about your use of the site. Cookies are not malicious programs that access or damage your computer. Most web browsers automatically accept cookies but you can choose to reject cookies by changing your browser settings. However, this may prevent you from taking full advantage of our website.

**10.3** Our website may from time to time use cookies to analyse website traffic and help us to provide a better website visitor experience. In addition, cookies may be

used to serve relevant ads to website visitors through third party services such as Google Adwords. These ads may appear on this website or other websites you visit.

**10.4** Third party sites – Our site may from time to time have links to other websites not owned or controlled by us. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that ACS is not responsible for the privacy practices of other such websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each and every website that collects personal identifiable information.

ASSYRIAN CHRISTIAN SCHOOLS



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