

## TERMS & CONDITIONS

This is the user agreement that governs your use of this website and the provision of the services we provide you. Please take time to read these terms as it is important for both of us that you understand our contractual relationship both relating to your use of our website and the services we provide.

The proEMA™ website is presented and managed by proEMA™ (BN: 20843770; ABN: 23 433 245 465) under the domain name 'proema.com.au'. proEMA™ is a registered trade mark. Copyright in the content and restricted content on the proEMA™ website is owned and licensed by proEMA™ unless indicated otherwise. As a member, you understand that you may not modify, adapt, transform or translate content from the proEMA™ website in a manner that would infringe the copyright or other proprietary rights therein.

As a subscriber to the website, you understand that you have access to information not available to the general public and agree not to disclose your username and password to others. You also agree to ensure that people within your school/organisation are informed of, and comply with these *Terms and conditions*. Remember to sign out and close your browser window when you have finished. This will prevent others from accessing your profile information, for example, if you share a computer with someone else or are using a computer in a public place such as a library or Internet cafe.

You understand and accept that proEMA™ is offering registration for one year from the date of payment of fees and that at the end of that year the fee may be reviewed. You also understand that registration offers members of your group access to a comprehensive range of resources and materials and that, as the proEMA™ community grows, other features of the website will be developed and added to it, for example assessment design tools and processes. We aim to update our website regularly, and may change the content at any time. If the need arises, we may suspend access to our website, or close it indefinitely. Any of the material on our website may be out of date at any given time, and we are under no obligation to update such material.

You understand that the proEMA™ website contains links to third party websites. As such, the material on the proEMA™ website may include views or recommendations of third parties, which do not necessarily reflect the views of proEMA™.

You understand that proEMA™ does not guarantee and does not accept any legal liability whatsoever arising from or connected to the accuracy, reliability, currency or completeness of any material contained on the proEMA™ website or any linked site. As a member, you acknowledge the need to exercise your own judgment with respect to the use of the proEMA™ website.

We process information about you in accordance with our **privacy policy** (<http://www.proema.com.au/PrivacyPolicy.pdf>). By using our website, you consent to such processing and you warrant that all data provided by you is accurate. You also undertake to meet privacy requirements for any materials that you place on the proEMA™ website.

Web servers are subject to occasional interruption. As a subscriber, you acknowledge that proEMA™ will make all reasonable effort to make the web server available to individual users, excluding normal network administration and system down time, but if access is suspended or interrupted, liability shall be limited to restoring access to the server as soon as reasonably practicable.

A breach of the above terms and conditions may result in cancellation of your subscription and possible legal action.

proEMA™ reserves the right to change or modify these terms without prior notice.