

Website Terms and Conditions

1 Introduction

- 1.1 Australian Dental Association Victorian Branch Inc (ABN 80 263 088 594) (**ADAVB**) owns the website at: <https://adavb.org/> (**the Website**).
- 1.2 In these terms and conditions, the expressions "we", "our" and "us" are a reference to ADAVB and the expressions, "you" and "your" are a reference to the user of the Website.
- 1.3 By accessing and using the Website, you are agreeing to be bound by the Terms and Conditions (**Terms and Conditions**). If you do not accept these Terms and Conditions, you must refrain from using the Website.

2 Content available on the Website

- 2.1 The articles, webpages, templates or any other information on the Website (**Content**) is in relation to the practice of dentistry. You understand that the Content:
 - (a) is general in nature and indicative only;
 - (b) is not tailored or specifically prepared to address any dental health issue, disease, dental complaint, dental problem or oral health concern that you may have;
 - (c) is not prepared or tailored to address professional, business or commercial risks relevant to you;
 - (d) is subject to change at any time and without notice to you; and
 - (e) may include the views or recommendations of third parties which may not reflect the views of ADAVB.
- 2.2 The Content is not a substitute for professional dental advice. If you or any person has any concern about dental health you should consult a registered dentist as soon as possible.

3 Varying these Terms and Conditions

- 3.1 We reserve the right to amend these Terms and Conditions from time to time at our discretion and without notice to you. The date of posting the amended Terms and Conditions on the Website will be the date that the new Terms and Conditions come into effect and apply to you. Your continued use of the Website will indicate your acceptance of the Terms and Conditions as amended. We recommend that you visit this page regularly to keep up to date with any amendments to these Terms and Conditions.

4 Variation of the Content

- 4.1 ADAVB has the right in its absolute discretion at any time and without notice, to amend, remove or vary any Content.

5 Licence to use the Website

- 5.1 We grant you a non-exclusive, worldwide, non-transferable licence to view, use and download the Content on the Website for personal (non-commercial) use and to support the business, operative interests or career of an ADAVB member (**Licence**).
- 5.2 In granting the Licence, you acknowledge and agree that you:
- (a) must not use any information downloaded, copied or printed for commercial means (including for example publishing, transmitting, selling, modifying or adapting the Content) without ADAVB's prior written consent;
 - (b) may link to the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it and 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;
 - (c) must not add any content to the Website unless you hold all necessary rights, licences and written consents from ADAVB to do so; and
 - (d) must not act in a way that:
 - (i) would cause you or us to breach any law, regulation, rule, code or other legal obligation;
 - (ii) is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
 - (iii) would bring us, or the Website, into disrepute; or
 - (iv) infringes the intellectual property or other rights of any person.

6 Your access to, and interaction with, the Website

- 6.1 Access to the Website is permitted on a temporary basis.
- 6.2 Some parts of the Website may permit you to post, upload, input or submit materials to ADAVB (**Materials**). Where this feature is activated you acknowledge that you:
- (a) are responsible for the Materials you post;
 - (b) must not post Materials to the Website containing a virus or other harmful components;
 - (c) must not use language or engage in any activity that is threatening, abusive, vulgar, or which may be interpreted as vilification of others on any grounds, or which is discourteous or unlawful;
 - (d) must not post Materials on the Website unless you are the owner of the copyright in those Materials or have the express written permission or a written licence of the copyright owner to post them;

- (e) must not post, upload, input or submit materials to ADAVB or the Website which gives rise to any legal liability against ADAVB; and
 - (f) indemnify ADAVB against any loss of any nature arising from the infringement of third party intellectual property or other legal rights resulting from your unauthorised reproduction of any material on the Website.
- 6.3 ADAVB reserves the right, in its absolute discretion and without notice to you, to remove or edit messages or Material submitted by users.
- 6.4 Subject to our [privacy policy](#), you permit ADAVB, its affiliates and licensees, to use any Materials that you provide to ADAVB via the Website in connection with the operation of its business or operations, including without limitation the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat the Material, and in its absolute discretion to identify the Material by your name.
- 6.5 You acknowledge that no compensation will be paid in relation to ADAVB's use of your Materials in accordance with clause 6.4.
- 6.6 ADAVB reserves the right, in its absolute discretion and without notice, to suspend or disconnect access to all or part of the Website:
 - (a) during technical failure;
 - (b) for maintenance;
 - (c) if you fail to comply with these Terms and Conditions; or
 - (d) if you do anything that the ADAVB considers to be inappropriate.
- 6.7 We will not be liable if for any reason the Website is unavailable at any time or for any period.

7 Intellectual property, software and content

- 7.1 ADAVB or its licensors own all intellectual property rights (including any copyright, trade mark rights and patent rights) in the Content and the Website.
- 7.2 Your use of the Website and the Licence do not grant you any licence or right to use any trade mark or other intellectual property right of ADAVB without the prior written consent of ADAVB.

8 ADAVB registration, login details and access to member-only Content

- 8.1 Some Content on the Website is available to ADAVB members only.
- 8.2 Applications for membership will require you providing ADAVB with personal information about you including your contact details and professional qualifications. These details are required to allow ADAVB to consider whether your application meets its eligibility criteria and allow you to securely access your account once created. All personal information will be handled in accordance with our [privacy policy](#).

- 8.3 As an applicant for, or member of ADAVB, or recipient of any other service provided by ADAVB from time to time, you agree to:
- (a) submit only true, accurate, current and complete information about yourself when interacting with ADAVB; and
 - (b) maintain and regularly update your membership details to ensure that the details are true and accurate at all times.
- 8.4 You acknowledge that your access to member-only Content will be terminated if you are no longer an active member of ADAVB.
- 8.5 We may also suspend or terminate your account in the event that:
- (a) you breach these Terms and Conditions; or
 - (b) ADAVB considers that you have provided ADAVB with inaccurate information.
- 8.6 You agree to pay for our services for paying memberships in the manner specified on the Website or as otherwise communicated to you.
- 8.7 To access member-only Content via the Website you will be provided with unique login details.
- 8.8 Your login details are personal to you. You are responsible for all activities that occur using your login details. At all times you are responsible for maintaining the confidentiality of your password.. You must notify ADAVB immediately of any actual or suspected unauthorised use of your login details.
- 8.9 Except where required by law or where Content accessed via the member-only portal is generally available other than by breach of these Terms and Conditions, you may disclose that member-only Content to a person employed by you, or is employed by the same employer, and only where:
- (a) the recipient has agreed to keep the Content confidential; and
 - (b) the recipient needs to know the Content for the execution of their employment.

9 Transactions on the Website

- 9.1 The Website may offer you the ability to enter into transactions, such as payment of membership fees, register for industry related events and conferences or any other transaction relating to an ADAVB product or service (**Transaction**).
- 9.2 All prices will be displayed in, and payments accepted in, Australian dollars (AUD).
- 9.3 A Transaction will not be complete unless and until:
- (a) you have issued ADAVB with electronic instructions accepting ADAVB's offer and confirming payment by you (**Acceptance**); and
 - (b) your Acceptance has been received and processed by ADAVB.

- 9.4 Your Acceptance will be taken to be communicated when:
- (a) ADAVB receives and records your Acceptance;
 - (b) ADAVB receives current and valid payment details, to which ADA is able to charge the appropriate price or fee; and
 - (c) an ADAVB receipt is generated.
- 9.5 Transactions made via the Website constitute your acknowledgment and acceptance of these Terms and Conditions and any other Terms and Conditions communicated to you as being relevant to the Transaction.
- 9.6 You acknowledge that the transmission of your Acceptance may not be received by ADAVB for reasons beyond either party's reasonable control, including but not limited to mechanical, software, computer, telecommunications, or electronic failure, or the omission or failure of third party service providers or systems.
- 9.7 All payments for a Transaction via the Website must be paid in full by cleared funds by the due date specified in any ADAVB communication.
- 9.8 Payments may be made by credit card or direct debit arrangement with your financial institution. In the case of credit card payments, you must provide details of your current and valid credit card as required by ADAVB or ADAVB's third party payment platform (as applicable), and including:
- (a) credit card type;
 - (b) credit card number;
 - (c) name on credit card;
 - (d) expiry date; and
 - (e) verification code.
- 9.9 For payments made by direct debit, you must follow the instructions provided.
- 9.10 All Transactions are GST inclusive, unless otherwise specified.

10 Refund Policy

- 10.1 In the event that we are unable to supply a Transaction, we will inform you as soon as practicable. Where this situation arises we will, at our election, and as appropriate in the circumstances provide you with:
- (a) a full refund to the credit card originally used to make the purchase; or
 - (b) a credit note for the amount that you paid.
- 10.2 Membership refund requests are at the discretion of ADAVB and will be handled in accordance with our Membership Refund Policy.

11 Continued Professional Development

- 11.1 ADAVB offers continued professional development Content to its members (**CPD Content**). This includes video and audio content of surgery, interviews, recorded webinars, podcasts, presentations as to clinical techniques, practices and treatment methods of relevance to dentists practising in Australia.
- 11.2 In accessing the CPD Content you acknowledge that:
- (a) the CPD Content contains opinions, perspectives and techniques that are not necessarily appropriate in all clinical contexts and circumstances;
 - (b) your reliance on CPD Content will be at your own risk;
 - (c) the CPD Content may not be appropriate for either your practice or a particular patient; and
 - (d) a record of all attendances at CPD Content is stored on a log that records what content has been viewed by reference to the member's member number and name.

12 Liability and indemnity

- 12.1 The Content is provided in good faith and should not be relied upon for personal, dental, medical, legal, investment or financial advice of any kind. You should consult an appropriate professional for advice tailored to your own circumstances.
- 12.2 We do not make any representations or warranties that:
- (a) the Content is reliable, fit for purpose, accurate or complete or that your access to the Content will be uninterrupted, timely or secure. ADAVB reserves the right to change, add or remove any Content without notice;
 - (b) that the functions contained in the Website or third-party websites are free of viruses or other harmful components; or
 - (c) that goods or services acquired from us via the Website will meet your requirements.
- 12.3 Unfortunately, no data transmission over the Internet can be guaranteed as secure. Whilst we strive to protect your information, we do not warrant and cannot ensure the security of any information that you transmit to us. Accordingly, any information that you transmit to us is transmitted at your own risk. Once we receive your transmission, we will take reasonable steps to preserve the security of that information.
- 12.4 To the full extent permitted by law, we exclude all representations, conditions, rights, warranties and terms (whether express or implied) other than those expressly set out in these Terms and Conditions.
- 12.5 In no event are we liable for any loss or damage, directly or indirectly, arising out of or in connection with your use or reliance on the Website or the Content whether consequential or foreseeable or otherwise and howsoever arising. In particular, we do not accept any responsibility for any errors or omissions of the Content and disclaim absolutely all liability

for the consequences of any act or omission arising out of the use, reliance, interpretation or otherwise of the Content.

- 12.6 Except in relation to liability for personal injury (including sickness and death), we do not accept liability to you in respect of any loss or damage (including indirect, special or consequential loss or damage) which may be suffered or incurred by you or which may arise directly or indirectly in respect of goods or services supplied pursuant to or in any way connected with the Website or respect of any failure or omission on our part to comply with our obligations as set out in these Terms and Conditions.
- 12.7 You agree to indemnify ADAVB, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages or costs (including, but not limited to, legal fees) arising from your use of the Website, use of the Content or your breach of the Terms and Conditions.
- 12.8 You acknowledge that:
- (a) prior to entering into these Terms and Conditions you have been given a reasonable opportunity to examine and satisfy yourself regarding all goods and services which are the subject of these Terms and Conditions and that prior to entering into these Terms and Conditions you have availed itself of that opportunity; and
 - (b) at no time prior to entering into these Terms and Conditions have you relied on our skill or judgment and that it would be unreasonable for you to do so.
- 12.9 Pursuant to section 64A of the Australian Consumer Law (under the *Competition and Consumer Act 2010* (Cth) (**the Act**)):
- (a) this subclause applies in respect of any of the goods or services supplied under these Terms and Conditions which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, provided that this subclause will not apply if you establish that reliance on it would not be fair and reasonable;
 - (b) liability for breach of a guarantee conferred by the Australian Consumer Law (under the Act), other than those conferred by sections 51–53 of the Act, is limited:
 - (i) in the case of goods, to any one of the following as determined by us:
 - (A) the replacement of the goods or the supply of equivalent goods; or
 - (B) the repair of the goods; or
 - (C) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (D) the payment of the cost of having the goods repaired;
 - (ii) in the case of services, to any one of the following as determined by us:
 - (A) the supplying of the services again; or

(B) the payment of the cost of having the services supplied again.

13 Websites owned by third parties

- 13.1 The Website may contain hyper-links to other websites (**Linked Websites**) that may be owned by third parties and are not operated by ADAVB. Those links are provided for convenience only and may not remain current or be maintained. You accept that ADAVB:
- (a) has no control over, and is not responsible for, any material contained on any third-party website;
 - (b) is not responsible for the content or privacy practices of any third party or the conditions of use of that third party's Linked Website; and
 - (c) is not responsible for any loss or damage that may arise from your use of a Linked Website.
- 13.2 Our links to Content on Linked Websites should not be considered an endorsement, approval or recommendation by us of the owner or operator of those Linked Websites, or of any views, information, graphics, materials, products or services referred to or contained on those Linked Websites, unless and to the extent stipulated to the contrary.
- 13.3 Your use of the Linked Websites will be subject to the relevant terms of use or terms and conditions of each Linked Website.

14 Warnings

- 14.1 You must take your own precautions to ensure that the process which you employ for accessing the Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of the Website or any Linked Website.
- 14.2 Where the Content, including CPD Content, contains opinions or judgements of third parties, we do not purport to endorse the contents of that opinion or advice nor the accuracy or reliability of that opinion or advice. We do not accept liability for loss or damage caused by your reliance upon any information obtained through the Website and it remains your responsibility to evaluate the accuracy, completeness and usefulness of any such information.
- 14.3 Responsibility for the content of advertisements appearing on the Website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. The placement of such advertisements does not constitute a recommendation or endorsement by us of the advertisers' products and each advertiser is solely responsible for any representations made in connection with its advertisement.

15 Privacy policy

Our **privacy policy** provides details about how we collect, use and handle your personal information and can be found [here](#). By using the Website, you consent to the procedures described in the privacy policy and warrant that all information provided by you is accurate.

16 General

- 16.1 These Terms and Conditions constitute the entire agreement between you and ADAVB and govern your access to and use of Content and the Website. You may also be subject to additional terms and conditions that apply when you use other services, third party content, third party software or where you access a Linked Website through the Website.
- 16.2 If any part of the Terms and Conditions is invalid or unenforceable, it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions. Where any part of the Terms and Conditions is read down or severed as outlined in clause 16.1, the remainder of these Terms and Conditions continues to be fully enforceable.
- 16.3 The Website operates from Victoria, Australia. These Terms and Conditions are governed by the laws of Victoria.
- 16.4 We accept no liability for any failure to comply with these Terms and Conditions where such failure is due to circumstances beyond our reasonable control.
- 16.5 The failure of ADAVB to exercise and enforce any right or provision of these Terms and Conditions shall not be treated by the party as a waiver of any further right that ADAVB has against you.
- 16.6 Publication of electronic addresses on the Website is for the purpose of professional communication only and must not be used to infer consent by ADAVB or the relevant addressee (as appropriate) to the receipt of unsolicited commercial electronic messages.
- 16.7 You agree that there is no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between ADAVB and any user simply by virtue of provision of the Content or access to the Website or member-only portal via the Website.