

POLICY	Governance
TITLE:	Website Terms and Conditions
AREA:	Digital Services
RESPONSIBILITY:	Chief Operating Officer
RELATED POLICIES:	Email and Electronics Communications Policy
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APPROVED BY:	Paddle Australia
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1. WEBSITE SERVICES

- Paddle Australia will provide a fully hosted website to display and market the activities of and which consists of information pertaining to the User to affiliated clubs and State Associations.
- A set amount of space will be dedicated on the site to PA and its advertising. A feature box for PA must be visible on the front page of the site and will link to the Paddle Australia website. A feature box on the front page dedicated to the relevant State Association must also appear on the website, except in the instance where the use is a PA National Training Provider. These feature boxes will be hard coded onto the site and, must remain at all times on the front page of the site. PA and the State Association will have the ability to update the information displayed in the feature box.
- A small area on the website above the feature box of PA will be hardcoded and left blank and may be used by PA in the future for sponsors and third party servicing.
- The website for Users will have a storage limit of 10 megabytes for images.
- Through the use of the website PA provides Users with access to the Services.
- PA reserves the right to review the terms and conditions of the Memorandum of Understanding during the period and will advise of any change(s) within twenty-four (24) days' notice.
- PA provides the Services free of charge but will review the cost structure annually and advise of any changes.
- These Terms and Conditions are an open agreement between PA and the Users, in which Users may cease at any time, giving fourteen (14) days' notice. PA reserves the right to withdraw the service at any point, providing Users with fourteen 14 days' notice.

2. DEFINITIONS

- 'PA' means Paddle Australia Limited
- 'Users' means affiliated clubs, State Associations and Paddle Australia National Training Providers who use the Services.
- 'Account' means Member ID and Password given that enable the User to develop their sub-site.
- 'Submission' means Materials (Images, Text etc) provided by a User for use on their MyWebsite.
- 'Trusted Web Official (TWO)' means the person responsible for the website administration who has been authorised by the Commodore, President or Principal.
- 'Services' means the system that collectively allows access to develop additional web pages, menu items and links. The services, including any updates, enhancements, new features, and/or the addition of any new web properties, are subject to the following terms and conditions.

3. TERMS AND CONDITIONS

- Unless otherwise specified, the Services are for Users personal and non-commercial use. A User may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, products or services obtained from the Services.
- Permission to use the images from the Paddle Australia image library is granted to Users provided that:
 - use of such images is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and
 - no modifications of any images are made.
- Any images posted by Users to the image library will be available for use by other Users for similar informational and non-commercial use on their website.
- No logo, graphic, sound or image from any Paddle Australia website may be copied or retransmitted unless expressly permitted in writing by PA.
- PA makes no representations about the suitability of the images published as part of the Services for any purpose. All such images are provided 'as is' without warranty of any kind.
- PA cannot guarantee the availability of the site at any time where unforeseen circumstances can make the site unavailable and Paddle Australia cannot be held liable for its non-availability.
- In no event shall PA and/or its respective suppliers be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of information available from the services.
- As a condition of a 'Users' use of the Services, the User will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. A User may not use the Services in any manner that could damage, disable, overburden, or impair any Paddle Australia server, or the network(s) connected to any Paddle Australia server, or interfere with any other party's use and enjoyment of any Services. A User may not attempt to gain unauthorised access to any Services, other accounts, computer systems or networks connected to any Paddle Australia server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.
- The User agrees to release and indemnify Paddle Australia against all actions, claims and demands (including the reasonable cost of defending or settling any action, claim or demand) which may be instituted against Paddle Australia to the extent arising out of the breach by a User of their obligations under these Terms and Conditions or the negligence of the User, their agents, employees or any sub-contractor or any other person for whose acts or omissions a User are vicariously liable.
- If a User is no longer affiliated to PA, PA reserves the right to withdraw the service.

4. MEMBER ACCOUNT, PASSWORD AND SECURITY

- Access to administer the website shall be available only to those people named in the original application or by completing an additional application form, which must be approved by an authorized Officer of the User.
- The User is entirely responsible for maintaining the confidentiality of their password(s) and account. Furthermore, Users are entirely responsible for any and all activities that occur under their account. Users agree to notify PA immediately of any unauthorised use of their account or any other breach of security. PA will not be liable for any loss that a User may incur as a result of someone else using their password or account, either with or without their knowledge. However, a User will be held liable for losses incurred by the PA or another party due to someone else using a Users account or password. A User may not use anyone else's account at any time, without the permission of the account holder.

5. USE OF SERVICE

- Users agree to use the Services only to post material that is proper and related to the particular activity that they are involved with. By way of example, and not as a limitation, Users agree that when using the Services, they will not:
 - Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
 - Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless the User owns or controls the rights thereto or have received all necessary consent to do the same.
 - Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
 - Upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
 - Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allow such messages.
 - Download any file posted by another user of a Communication Service that Users know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
 - Falsify or delete any copyright management information, such as author attribution's, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is up-loaded.

- Restrict or inhibit any other user from using and enjoying the Communication Services.
 - Violate any applicable laws or regulations.
 - Create a false identity for the purpose of misleading others.
- PA has no obligation to monitor the Services. However, the PA reserves the right to review materials posted to the Services and to remove or alter any materials in its sole discretion. PA reserves the right to terminate a Users access to any or all of the Services at any time, without notice, for any reason whatsoever.
- PA reserves the right at all times to disclose any information as PA deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, is PA's sole discretion.

6. MATERIALS PROVIDED TO PA OR POSTED ON THE WEBSITE OR USERS

- PA does not claim ownership of the materials Users provide to PA (including feedback and suggestions) or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community, (each a 'Submission' and collectively 'Submissions'). However, by posting, up-loading, inputting, providing or submitting ('Posting') user Submission Users are granting PA, its affiliated companies and necessary sublicense's permission to use Users Submission in connection with the operation of their Internet businesses (including, without limitation, all PA Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat Users Submission to publish Users name in connection with Users Submission and the right to sublicense such rights to any supplier of the Services.
- No compensation will be paid with respect to the use of Users Submission, as provided herein. PA is under no obligation to post or use any Submission Users may provide and PA may remove any Submission at any time in its sole discretion. By Posting a Submission Users warrant and represent that Users own or otherwise control all of the rights to Users Submission as described in these Terms of Use including, without limitation, all the rights necessary for Users to provide, post, upload, input or submit the Submissions.
- In addition to the warranty and representation set forth above, by Posting a Submission that contain images, photographs, pictures or that are otherwise graphical in whole or in part ('Images'), Users warrant and represent that (a) Users are the copyright owner of such Images, or that the copyright owner of such Images has granted Users permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of Users use and as otherwise permitted by these Terms of Use and the Services, (b) Users have the rights necessary to grant the licenses and sublicenses described in these Terms of Use, and (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms of Use, including, by way of example, and not as a

limitation, the distribution, public display and reproduction of such Images. PA reserves the right to ask to see copyright permissions for any 'Image' at any time.

- By Posting Images, Users are granting (a) to all members of Users private community (for each such Images available to members of such private community), and/or (b) to the general public (for each such Images available anywhere on the Services, other than a private community), the ability to use Users Images in connection with the use, as permitted by these Terms of Use, of any of the Services, (including, by way of example, and not as a limitation, making prints and gift items which include such Images).

7. INTELLECTUAL PROPERTY

- PA owns all copyright and all other intellectual property rights for the site. Everything on this site is copyrighted unless otherwise noted. PA welcomes the use of this site for Users non-commercial use only provided that Users retain all copyright, trademark and other proprietary notices contained in the content. We advise that Users may not copy or display for redistribution to third parties or for commercial purposes any portion of this site without the PA's express permission.

8. LINKS

- The sites linked to this site are not under the control of PA. PA is not responsible for, and makes no representations, warranties or conditions concerning, the contents of any linked site or any link contained in a linked site. PA provides links to Users only as a convenience, and the inclusion of any link does not imply endorsement, investigation or verification by PA of the linked site.

9. SUPPORT

- PA will provide a user manual for Users. PA will provide ongoing support through the Paddle Australia website by providing instructions, information and a frequently asked questions page about MyWebsite. Support will also be provided by the relevant State Association.

10. THIRD PARTIES

- The hosting of a website is provided to Users by PA through the use of a third party, Flywheel.
- The hosting of the membership system is provided by SportingDNA. It is a condition of use of the service that Users comply with SDNA's terms and conditions. More information can be found [here](#).

11. PRIVACY

- For the purposes of this MOU, 'Personal Information' means information or an opinion, whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained from the information or opinion. Users agree:
 - to abide by the requirements of the Paddle Australia's privacy policy which is available for inspection by Users at Paddle Australia's offices upon reasonable notice.
 - to only collect, use and disclose Personal Information in connection with the Services to provide the services to Users Club / Class members/Training participants.
 - wherever reasonably practicable, before or at the time of collecting, using or disclosing Personal Information to provide member services, to ensure that notifications have been provided to, and consents have been obtained from the relevant individual in accordance with the Privacy Act 1988 (Cth) and any other applicable laws and codes dealing with privacy and in such form as approved in writing beforehand by Paddle Australia.
 - to comply with the Privacy Act 1988 (Cth) and any other applicable laws and codes dealing with privacy, in relation to any Personal Information collected, used, disclosed and stored in connection with the Services.
 - to immediately notify Paddle Australia of the full details of any request for access made by the individual in relation to their Personal Information in connection with the Services.
 - that if Users receive a complaint alleging an interference with the privacy of an individual, and that complaint relates to Personal Information collected, used, disclosed or otherwise held or handled in connection with the Services, then Users must immediately notify Paddle Australia of the nature of the complaint, and keep Paddle Australia informed of any changes in the status of the complaint or any resolution.
 - to co-operate fully with and must not obstruct, hinder or delay Paddle Australia in Paddle Australia's handling of any complaint received by Paddle Australia alleging an interference with the privacy of an individual, where that complaint relates to Personal Information collected, used, disclosed or otherwise held or handled in connection with the Services.
- Your obligations under this clause survive the expiry or termination of these Terms and Conditions or the User ceasing to use the Services.

12. APPROVAL

For approved by the Chief Operating Officer - January 2020.