

# Terms of Service (Mobile App“GAC MEMBER +”)

The following document outlines the terms of use of GAC Member+. Before Downloading and signing up for the Mobile App you are required to read, understand, and agree to these terms.

## **DESCRIPTION OF SERVICE**

The German-Australian Chamber of Industry and Commerce (“Chamber”) provides a platform via its mobile apps (the “App”) to a community of registered users (“users” or “you”) to engage in a variety of activities, including to upload and display photographs, share comments, opinions and ideas, (“Content”) contact each other and use special member4member offers. The foregoing list of Services is not all-inclusive and additional Services may be offered by us from time to time. The following are the terms of use (“Terms”) for using the Services.

### **Basically,**

We developed a member portal community.

## **ACCEPTANCE OF TERMS**

BY USING THE SERVICES, YOU ARE AGREEING, ON BEHALF OF YOURSELF AND THOSE YOU REPRESENT, TO COMPLY WITH AND BE LEGALLY BOUND BY THESE TERMS AS WELL AS OUR PRIVACY POLICY AND ALL APPLICABLE LAWS. IF YOU, FOR YOURSELF OR ON BEHALF OF THOSE YOU REPRESENT, DO NOT AGREE TO ANY PROVISION OF THESE TERMS, YOU MUST, FOR YOURSELF AND ON BEHALF ANY SUCH PERSON(S), DISCONTINUE THE REGISTRATION PROCESS, DISCONTINUE YOUR USE OF THE SERVICES, AND, IF YOU ARE ALREADY REGISTERED, CANCEL YOUR ACCOUNT.

## **MODIFICATION OF TERMS**

The Chamber reserves the right, at its sole discretion, to modify or replace the Terms at any time. If the alterations constitute a material change to the Terms, the Chamber will notify you by posting an announcement on the Site. You are responsible for reviewing and becoming familiar with any such modifications. Using any Service constitutes your acceptance of the Terms as modified.

Your access to and use of the Site and our Services may be interrupted from time to time as a result of equipment malfunction, updating, maintenance or repair of the App or any other reason

within or outside of our control. The Chamber reserves the right to suspend or discontinue the availability of the App and to remove any user-Content at any time at its sole discretion and without prior notice. The Chamber may also impose limits on certain features and Services or restrict your access to parts of or all of the App without notice or liability.

## **REGISTRATION**

As a condition to using Services, you are required to open an account within the App. The registration information (Name, Company, Title, Email-Address) you provide must be accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your access to the Services, by either terminating your email access or your account. Any personal information that you provide to the Chamber is governed by the Chamber's [Privacy Policy](#).

You are responsible for maintaining the confidentiality of your password and are solely responsible for all activities resulting from the use of your password and conducted through your GAC member+ account.

Services are available to authorized representatives of legal entities and to individuals who are at least 18 years old and an employee of a Chamber-Member-organisation.

## **USER CONDUCT**

All Content posted or otherwise submitted to the App, and any comments, or other communications (Messages, Member4Member Offers) is the sole responsibility of the account holder from which such Communications originate and you acknowledge and agree that you, and not the Chamber, are entirely responsible for all Content that you post, or otherwise submit to the Site, including via message exchange. The Chamber does not control user submitted Content and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Site you may be exposed to Content that is offensive, indecent or objectionable.

As a condition of use, you promise not to use the Services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by the Chamber. By way of example, and not as a limitation, you agree not to use the Services:

1. To abuse, harass, threaten, impersonate or intimidate any person;
2. To post or transmit, or cause to be posted or transmitted, any Content that is libelous, defamatory, obscene, pornographic, abusive, offensive, profane, or that infringes any copyright or other right of any person;
3. For any purpose (including posting or viewing Content) that is not permitted under the laws of the jurisdiction where you use the Services;
4. To post or transmit, or cause to be posted or transmitted, any Communication designed or intended to obtain password, account, or private information from any Chamber user;
5. To create or transmit unwanted 'spam' to any person or any URL;

6. To post copyrighted Content that does not belong to you;
7. To advertise to, or solicit, any user to buy or sell any third party products or services, or to use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent;
8. To sell, assign or otherwise transfer your profile.

To report a suspected abuse of the Site or a breach of the Terms (other than relating to copyright infringement which is addressed under “COPYRIGHT COMPLAINTS” below) please send written notice to the Chamber email: [media@germany.org.au](mailto:media@germany.org.au)

You are solely responsible for your interactions with other users of the Site, including any communications that you exchange through the App’s messenger service. The Chamber reserves the right, but has no obligation, to review disputes between you and other users. This includes the right to review messages exchanged through App’s messenger service, based on any reports that the Chamber receives alleging the violation of these Terms.

If the Services or Site are used in a manner that violates the Terms in any way, the Chamber may at its sole discretion, but is not required to, suspend or terminate your account, disable your access to the App and/or take any steps that it deems appropriate to address the situation.

## **LINKS**

The App may provide, or third parties may provide, links to other sites or resources. Because the Chamber has no control over such sites and resources, you acknowledge and agree that the Chamber is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that the Chamber shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

## **TERMINATION**

The Chamber may terminate or suspend any and all Services and/or your App account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination of your account, your right to use the Services will immediately cease. If you wish to terminate your App account, you may simply discontinue using the Services.

It is your responsibility to remove all Content from your account prior to termination.

## **WARRANTY DISCLAIMER**

YOU USE THE SITE AND THE SERVICES AT YOUR OWN RISK. THE SITE AND THE SERVICES ARE PROVIDED ON AN “AS IS, AS AVAILABLE” BASIS. THE CHAMBER

EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE CHAMBER DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM THIS APP AND THE SERVICES, INCLUDING, BUT NOT LIMITED TO, TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) THIRD PARTY COMMUNICATIONS, (C) ANY THIRD PARTY WEBSITES OR CONTENT DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THE SITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS OR OMISSIONS, (D) THE UNAVAILABILITY OF ALL OR ANY PART OF THE SITE OR THE SERVICES, (E) YOUR USE OF THE SITE OR THE SERVICES, OR (F) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SITE OR THE SERVICES.

### **LIMITATION OF LIABILITY**

EXCEPT AS OTHERWISE PROVIDED BY LAW, NEITHER THE CHAMBER NOR ANY OF ITS AFFILIATES, PARENTS, SUBSIDIARIES, AUTHORIZED DISTRIBUTORS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THE APP, ANY FACTS OR OPINIONS APPEARING THEREON, OR THE SERVICES. THE CHAMBER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE OR SERVICES.

YOU AND THE CHAMBER AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE ARISING HEREUNDER WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT YOU WILL NOT SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU ACT OR PROPOSE TO ACT IN A REPRESENTATIVE CAPACITY. YOU FURTHER AGREE THAT NO PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF 500PX AND ALL PARTIES TO ANY SUCH PROCEEDING.

### **MISCELLANEOUS**

The Terms shall be governed by and construed in accordance with the laws of the GDPR.

#### **General**

These Terms constitute the entire understanding of the parties and supersede all prior and contemporaneous written and oral agreements with respect to the subject matter hereof. Any rule of construction stating that ambiguities are to be resolved against the drafting party will not be

applied in the construction or interpretation of these Terms. If one or more of the provisions herein is held invalid, illegal or unenforceable in any respect, the validity, legality and enforcement of the remaining provisions shall not be affected or impaired. Any inconsistency between these Terms in English and these Terms in any other language shall, to the fullest extent permitted by applicable law, be resolved by reference to the English version. The failure to enforce or the waiver by either party of a default or breach of the other party shall not be considered to be a waiver of any prior, subsequent or other default or breach.

Last updated: 24 July 2019