

## **SLSA Terms of Use policy**

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### **Terms of Use - Background and Purpose**

This policy is intended to be a guide to all users, recipients of data, administrators, members of the public or any other person who may view, access or use a Surf Life Saving Australia (SLSA) application, website or database or the related data contained in such a system.

These systems include but are not limited to SurfGuard, Secure Web Area, Wiki, websites, ABSAMP, IRD or any other system that may be used by an officer, staff member, member of SLSA (including a member of its clubs, branches and State/Territory and auxiliary associations) or member of the public.

The purpose of this policy is to protect the privacy of SLSA members and their personal details as well as the integrity of information contained in SLSA systems.

The policy also outlines the responsibilities of users of such systems.

In this policy, the expression "you" is a reference to all users, recipients of data, administrators, members of the public or any other person who may view, access or use an SLSA application, website, database or any other IT system or the related data contained in such a system.

### **User responsibilities**

The following statement outlines the responsibilities of people using any IT system provided by SLSA (including but not limited to its clubs, branches and State Surf Life Saving associations) where data may be entered, viewed or amended.

By using an application, database, IT system or website provided by SLSA, you acknowledge that SLSA has a right to use any of the information entered into the IT systems by you. You also acknowledge and agree that:

1. By logging-in to an IT System you have agreed to these terms of use and to abide by and act in accordance with this policy.
2. You are responsible for any user content posted by you on an IT System. You warrant that all user content entered into any IT System or posted on the SLSA website by you:
  - a. is true and correct;
  - b. is not misleading or deceptive, defamatory or obscene;
  - c. does not infringe a third party's intellectual property rights; and
  - d. can be lawfully published by SLSA;

3. Only information relating to you or relevant to your duties as an officer or staff member of SLSA will be accessed by you;
4. You will not change or enter any information or records relating to you except personal contact information or information that any person may change themselves through an online system. Any changes to your information outside of the personal details exception should be made by the next highest authority - for the avoidance of doubt, the SLSA hierarchy for the purposes of this paragraph are: Club; Branch; State; SLSA (national). Where you believe you should be entitled to change your own records (as no conflict of interest arises, either real or perceived), you must consult the next highest authority and obtain written permission to do so before such changes are made;
5. Information relating to a person will only be released in accordance with the SLSA Privacy Policy;
6. You will advise SLSA when you no longer need a login so that the access can be terminated;
7. You will not knowingly give another person your password or access to any IT System without first obtaining the written permission of SLSA and following the proper login procedures;
8. To protect the integrity of the data contained in the IT Systems, SLSA will monitor usage within the IT Systems. You acknowledge that you are aware of and agree to this monitoring;
9. When using the IT systems you are governed by and must act in accordance with the SLSA Constitution, By-Laws, Regulations, Policies (including but not limited to the SLSA privacy policy) and the Surf Life Saving Standard Operating Procedures relating to processes facilitated by any IT System - such policies and procedures can be viewed on the SLSA website or a copy can be provided upon request;
10. No personal information relating to any member or person will be accessed, viewed or amended by you except for the reasons or purpose of carrying out the job, role or function delegated to you by SLSA or your Surf Life Saving club, branch or State association and where such access, viewing or amendment is part of the role defined in your access application and/or position description;
11. Access by any person (including logins, passwords and permissions) to any SLSA system or system provided by a State, Branch or related external entity will only be used as they were allocated or intended (as part of a job role or function) by the system administrator and no person shall use another persons login, password or permissions without specific permission from that systems administrator (or CEO in the case of a Staff related access query) ; and
12. Any breach of this policy may result in disciplinary and/or legal action being

taken by SLSA (or relevant entity) against you.

### **Website and IT System - General Usage Policy**

The following statement outlines the responsibilities of people (i.e. recipients of data) such as members of the public, an SLSA member or other interested party who may view or interact with an IT System provided by or for SLSA.

1. Use of the SLSA website ("website") and the facilities thereon (including, but not limited to, the use of any IT Systems accessible on the website) and any material or information obtained from this Website is at your own risk, and SLSA hereby expressly disclaims, to the fullest extent permitted by applicable law, all warranties, express or implied, of any kind whatsoever including but not limited to implied warranties of merchantability, fitness for a particular purpose, title and infringement.

2. SLSA will not be responsible for the failure of performance of the website, any IT System and/or the software used thereon or obtained therefrom; the loss of data or services resulting from delays, non-deliveries, mis-deliveries, or service interruption; the accuracy, quality, timeliness, completeness or nature of information obtained through its services; any omission in the information provided; nor the consequences arising from or related to any viruses transmitted through its servers, or any liability, costs, loss of profits or consequential losses arising from your use of, or inability to access an IT System or the Website.

3. In relation to content provided by users, SLSA will not be responsible for any such content (if any) posted by users in chat rooms or other community areas. All such content whether expressed as opinions, statements or recommendations, are those of users expressing such views and are not those of SLSA.

4. This website may be linked to or from other sites that are not maintained by SLSA or in any way connected to SLSA. SLSA does not control in any respect any information, products or services offered by such other sites and will NOT be responsible for the content of such other sites. For example, users may be able to buy goods and services via the website, some of which may be through third party retailers who link to the website. Users may also enter into correspondence with or participate in promotions of advertisers on the Website. SLSA in no way endorses these third parties and any such transactions, dealings, correspondence with or participation in promotions of third parties, including the delivery of and the payment for goods and services and any other terms, conditions, warranties or representations associated with such matters are solely between the corresponding user and the third party. SLSA assumes no liability, obligation or responsibility for any part of any such transaction, dealing, correspondence or participation.

5. All copyright in the text, images, photographs, graphics, user interface, and other content provided on the IT Systems or the Website, and the selection, coordination, and arrangement of such content, are owned or licensed by SLSA to the full extent

provided under Australian copyright laws and all international copyright laws.

6. You may view the website and its contents but you are prohibited from copying, reproducing, modifying, distributing, displaying, performing or transmitting any of the contents of the Website for any purposes without the prior written consent of SLSA. The website and the information contained in it are for informational purposes only. Any reproduction, copying, or redistribution for commercial purposes of any materials or design elements of the website is strictly prohibited without SLSA's prior written consent.

7. The IT Systems and the website include registered and unregistered trade marks of SLSA and various third parties, including but not limited to State Surf Life Saving associations and commercial partners of SLSA. You may not use these trade marks without the prior written consent of the owner of the relevant trade mark.

### **Conclusion**

By using or logging on to a website or other IT System provided by SLSA, the user is agreeing to abide by and act in accordance with this IT Systems Terms of Use policy. Any breach of this policy will be dealt with under SLSA's rules and any relevant laws pertaining to such breaches. Any breach of this policy may result in disciplinary action being taken by SLSA.

For further information, please visit the [SLSA website](#).