

MEMBER LOG-IN TERMS AND CONDITIONS

current as at 20 December 2017

Welcome!

This “member only” area of the website (**the Member Area**) is operated by the International Arts Federation Services Pty Ltd ABN 19 096 797 330 on behalf of the International Federation of Arts Councils and Culture Agencies (**IFACCA, we, us and our**). Subject to the following terms and conditions, IFACCA provides the Member Area to enable IFACCA National Member institutions (**National Members**) to provide their staff (**Authorised Staff**) with:

- (a) information and resources not otherwise available to the general public (such as research and policy development materials);
- (b) access to IFACCA communications to National Members; and
- (c) a mechanism to contact Authorised Staff at other National Members.

By completing the registration process (including by ticking the box signifying that you agree), you expressly agree to be bound both by these terms and conditions and by the IFACCA [general website terms and conditions](#) (together, the **Terms**). See here for our [Privacy Policy](#).

We may amend the Terms from time to time without notice. Such amendments will be effective immediately we post the modified Terms on the site. You should therefore carefully read through the Terms each time you access and use the Member Area.

If you do not wish to be bound by the Terms, or you are not a current staff member of a National Member, you must not access or use the Member Area.

2. REGISTRATION INFORMATION

2.1. When registering for access to the Member Area:

- (a) you must provide IFACCA with accurate and complete details of your name and position, the organisation with which you are working, your selected password and your preferred email address; and
- (b) only create a log in for you personally to use (as no group log ins are permitted).

2.2. It is your responsibility to inform IFACCA of any changes to any of the information you provide to IFACCA under clause 2.1.

2.3. You acknowledge that IFACCA may suspend your access to the Member Area should the National Member for which you are working cease to be a National Member of IFACCA (including by failing to renew its membership or by failing to pay relevant membership fees or charges by the due date. Please see the [IFACCA policy for information about the non-payment of membership fees](#).

3. USERNAME AND PASSWORD

3.1. You must ensure that your individual username and password remain confidential and that you do not share these, even with colleagues at the National Member with which you are working.

3.2. You are entirely responsible for all activities that occur under your username and password, including any unauthorised use.

3.3. You must notify IFACCA immediately if you become aware of any unauthorised use of your username or password.

4. AUTHORISED STAFF PRIVILEGES AND OBLIGATIONS

4.1. Authorised Staff may:

- (a) create a profile page; and
- (b) opt in to receive communications from other Authorised Staff (using the member's directory).

4.2. You warrant that any information you post to the Member Area:

- (a) is and will be free of any virus or other destructive program of any kind;
- (b) will not breach any law;
- (c) will not cause or potentially cause any damage, injury or death; and
- (d) will not infringe the rights (including any copyright) of any third party.

4.3. You warrant that you:

- (a) are a current staff member of a National Member;
- (b) will not use the Member Area if you cease to be a staff member of a National Member;
- (c) will access the Member Area only on behalf of a National Member;
- (d) will only contact other Authorised Staff through the Member Area on the basis that:
 - (i) such contact is respectful (including of the privacy of the other Authorised Staff); and
 - (ii) that the other Authorised Staff contact details are not shared more widely;and
- (e) will not use the site or any facility offered through the Member Area:
 - (i) to contact Authorised Staff other than on behalf of a National Member;
 - (ii) in any manner or for any purpose that is unlawful; or
 - (iii) to send marketing or spam materials to other Authorised Staff.

5. INTELLECTUAL PROPERTY

5.1. Unless stated to the contrary, all copyright subsisting in a material on the Member Area (**IFACCA Member Content**) is owned by IFACCA.

5.2. You may only use IFACCA Member Content for the purposes of the National Member for which you are working (including discussion with colleagues at the National Member for which you are working and discussion with the staff of other National Members).

5.3. You must not:

- (a) present, discuss, refer to or cite IFACCA Member Content in public or in any publication (including any online publication); or
- (b) modify, copy, reproduce, communicate to the public, transmit or distribute IFACCA Content in any way except as expressly provided by IFACCA in these Terms.

6. INDEMNITY

1. You indemnify IFACCA, its directors, officers, employees, agents, subsidiaries and related bodies corporate (the “**Indemnified**”) against all actions, claims, liabilities, losses, damages and costs (including all legal costs on a solicitor-client basis) incurred or owed by IFACCA or any of the Indemnified or made against IFACCA or any of the Indemnified and that arises out of or relating to:
 - (a) any breach or alleged breach of your warranties under these Terms; or
 - (b) a breach by you of these Terms.
2. This clause survives the termination or end of your membership.

7. LIMITATION OF LIABILITY

7.1. You acknowledge that:

- (a) content available in the Members Area is provided on an “as is” basis and that IFACCA provides that content in good faith but with no warranty as to whether it is complete, accurate or up to date (given much of it relies on information from third party stakeholders); and
- (b) you and the National Member with which you are working will apply your own skill and effort to assess the relevancy, accuracy and suitability of that content to the needs of the National Member with which you are working.

7.2. To the maximum extent permitted by law and save for the express written terms in this agreement, all other express or implied terms, conditions, warranties, statements, assurances and representations in relation to the Members Area (including any information and documents available in the Members Area) or arising from this agreement are expressly excluded.

7.3. If any of the exclusions or limitations set out in this clause are declared illegal or void or if there has been a breach of a term, condition, warranty, statement or assurance which cannot be excluded by clause 7.1, then, to the extent permitted by law, our entire liability and your exclusive remedy is limited to, at our discretion, the supply of equivalent services.

7.4. In no event will we (including our agents, employees or contractors) be liable for any:

- (a) direct or indirect loss; or
- (b) consequential loss

(even if we are aware of the possibility of such loss or if such loss was otherwise foreseeable), including, but not limited to: loss of profits, production, data, opportunity or goodwill; or business interruption, however caused and on any theory of liability, including without limitation, contract or tort (including negligence or otherwise) arising during and/or as a result of our performance or non-performance of this agreement.

7.5. To the maximum extent permitted by law, our maximum cumulative liability under the Terms will not exceed an amount greater than the income IFACCA has received individually from you in the last 3 months.

8. TERMINATION

- 8.1. We reserve the right to terminate these Terms and your access to the Member Area by giving you notice in writing (including for any or no reason).
- 8.2. You may terminate your access to the Member Area at any time by giving IFACCA notice in writing by email to info@ifacca.com.