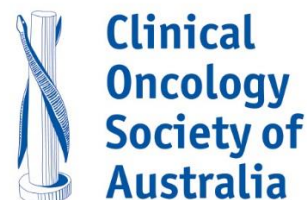


Website

Terms and Conditions of Use



Policy Number	003	Version	004
Drafted by	Marie Malica	Date approved by Board	5 August 2022
Person responsible	Marie Malica	Scheduled review date	August 2024

Introduction

The website with the URL www.cosa.org.au is owned and operated by the Clinical Oncology Society of Australia Ltd (COSA).

This Website Terms and Conditions of Use Policy, together with COSA's Privacy Policy are important as they govern your use of our website.

By using the COSA website, you agree to be bound by this policy.

Purpose

These Terms and Conditions establish COSA's expectations and requirements for appropriate conduct by users when contributing to or participating in members' only areas including Noticeboards via COSA's website.

Copyright

The COSA website and its contents are subject to copyright. The site material copyright is owned by COSA, or in the case of some material, a third party. The site function copyright is owned by [Atlas](#).

Terms of Use

You are granted a non-exclusive, non-assignable and non-transferable licence to use the COSA website only under this policy.

You may view the COSA website and its contents using a web browser and electronically copy and print hard copies of parts of the website solely for personal, non-commercial use. Any other use is strictly prohibited.

You may not sell, modify, copy, distribute, transmit, display, perform, reproduce, republish, licence, frame, upload, post, communicate or use the website content except: as expressly authorised in the website or this policy; or as authorised in writing by COSA.

You may not use any trademark appearing on the website without the prior written consent of COSA or the owner of the trademark.

Use of Noticeboards

All content to be posted on the Noticeboards on the COSA website is strictly moderated and approved by COSA prior to their publication. Only content supplied by COSA members that is relevant to the audience will be published.

In making any contribution to or using the website Noticeboards, you agree that you will not seek to transmit content or take actions that are defamatory, unlawful, indecent or otherwise inappropriate.

If COSA has any concerns about the content that is transmitted or otherwise intended to be made available on COSA's website, it may refuse to post that content to COSA's website, or suspend, restrict or terminate your access to all or any part of the COSA's website without giving any reason.

In particular you agree not to use COSA's website to:

- a) transmit any content that is abusive, harassing, obscene, defamatory or is otherwise offensive
- b) infringe the copyright of any person
- c) transmit any content to invade the personal privacy of any other person or groups and not to include any personal information (such as names, private addresses or phone numbers)
- d) collect or store personal data about other users of COSA's website that is of a personal nature
- e) Impersonate any person or entity, or falsely state or misrepresent your affiliation with a person or entity
- f) abuse, harass, stalk, threaten or otherwise violate the legal rights of others
- g) harm minors in any way
- h) transmit any unsolicited content or advertising, including, but not limited to junk mail, surveys, pyramid schemes and chain letters
- i) transmit content that is unrelated to cancer
- j) transmit pornographic content, including links to other sites containing pornographic material
- k) transmit content designed to bypass the language censors
- l) transmit or use offensive language, including:
 - obscene or explicit language
 - language that discriminates – whether as to sex, race, religion, ethnicity, age or disability
 - language that intimidates, threatens or harasses other users
 - language that insults, mocks or antagonises other users
- m) post or transmit any content that contains a virus or corrupted data
- n) use any device or software that interfered with or attempts to interfere with the proper functionality of the website

“Transmit” means post, upload, email, distribute or disseminate.

“Content” includes information and material in any form.

For the purposes of moderation there are some exceptions which may be permitted:

- the posting of a work that has been created by the user. For example, an article or excerpt created by a user
- where a user posts a small quote. It would generally not be a breach for a Noticeboard user to post the following: The Sydney Morning Herald reported yesterday that “cancer would be in decline by 2020.” It would, however, be a breach of copyright if the user copied a substantial portion of the article
- the promotion of educational events
- to congratulate a COSA member on an award or achievement.

Links

The COSA website may contain links or other connections to websites operated by other parties. Such links are provided for convenience only. If you use a link to access a third-party website, you do so entirely at your own risk. COSA’s inclusion to links to third party websites does not imply any endorsement of the material on them or any association with their owners or operators.

Disclaimer

The content on the COSA website is not intended as a substitute for medical advice. COSA recommends that any specific questions regarding a treatment or procedure be discussed with a person’s family doctor or medical specialist.

Any content published is relevant as of the date of publication. Some content may contain errors, faults and inaccuracies and may not be complete and current unbeknown to COSA.

COSA makes no representations or warranties of any kind, express or implied as to the operation of its website or the information, content, materials or products included on the website, except as otherwise provided under applicable laws.

Neither COSA nor its affiliates, directors, officers, employees, agents, contractors, successors or assigns will be liable for any damages whatsoever arising from, or in any way related to, the use of its website and any linked site. This limitation applies to direct, indirect, consequential, special, punitive, or other damages you or others may suffer, as well as damages for loss of profits, business interruption or the loss of data or information.

Applicable Law

The COSA website is controlled from its offices in Sydney, Australia. COSA makes no representation that the material is appropriate or available for use in other locations. Those who choose to access the website from locations outside Australia do so at their own initiative and are responsible for compliance with local laws.

These terms and conditions will be governed by and construed in accordance with the laws of New South Wales, Australia and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

Responsibilities

COSA members, conference delegates and other individuals who interact with COSA via the website acknowledge and agree that COSA is permitted to collect, store, use and disclose personal information in the manner set out in this policy, the COSA Privacy Policy, and in accordance with applicable law.

You agree that your access to, and use of, the COSA website is subject to these terms and applicable law. You may only use the COSA website for lawful purposes, in a responsible and cooperative manner, and in accordance with this policy.

All COSA staff, Board and Council members and Members will adhere to COSA's Website Terms and Conditions of Use Policy at all times.

All Members will also be asked as part of the membership and renewal process to confirm that they adhere to their terms of this Policy (as amended from time to time).

Related Documents

COSA Constitution

COSA Privacy Policy

Privacy Act 1988

Defamation Act 2005

Copyright Act 1968