

Businesses & MASA: Terms & Conditions

MASA Inc Service Agreement Last Updated: 21 Sep 2007

1. What the contract covers.

This is a contract between the business entity you represent and the Marine Aquarium Societies of Australia Inc. This contract applies to all MASA services that you use while this contract is in force.

Please note that we do not provide warranties for any services we offer. The contract also limits our liability. These terms are documented in sections 11 & 12 and we ask you to read them carefully.

2. When you may use our services.

You may use our services as soon as you complete the registration process where those services are provided free of charge. You may use those services where a fee is required to be paid once we have confirmed receipt of your funds and you have completed the registration process. Any service that requires prior permission may not be used until that permission has been granted regardless of whether fees have been paid or registration has been completed.

3. How you may use our services.

In using our services, you must:

- obey the law;
- obey the general and commercial forum rules;
- obey any codes of conduct or other notices we provide.

4. How you may not use our services

In using our services, you may not:

- use the service in a way that harms us, our members or any affiliated party;
- resell or redistribute the service, or any part of the service without written consent from MASA.

5. You Are Responsible For Your User Account.

Only you may use your user account. You are responsible for all activity that takes place with your user account or an associated account. You may not authorise any third party to access and/or use the service on your behalf.

6. If you pay MASA.

6.1 Charges. This section 6 applies in all situations in which you directly pay us.

6.2 Payment. Services that attract a charge are to be paid in advance. You must be authorised to use the payment method. You authorise us to charge you for the service using your payment method and for any paid feature of the service for which you choose to sign-up or use while this contract is in force. We may bill you for more than one of your prior billing periods together. If we informed you that the service will be provided indefinitely or automatically renewed, we may automatically renew your service and charge you for any renewal term.

6.3 Trial Period Offers. You may have received a limited time of free service or some other trial period offer. Unless we notify you otherwise, if you are participating in any trial period offer, you must cancel the service by the end of the trial period to avoid incurring charges. If you do not cancel your service, and we have informed you that the service will automatically be converted into a paid subscription at the end of the trial period, then you authorise us to charge your payment method for the service.

6.5 Prices and Price Increases. The price for the service includes all taxes and other charges, unless stated otherwise. You are responsible for any taxes that you are obligated to pay or that we may collect from you. You are responsible for all other charges (for example, phone charges). Currency exchange settlements are based on your agreement with your payment method provider. We may change the price of the service from time to time, but we will tell you before we do.

- If there is a specific time length and price for your service offer, then that price will remain in force for that time. After the offer period ends, your use of the service will be charged at the new price.
- If your service is on a period basis (for example, monthly), with no specific time length, then we will tell you the date

of any price change. That date will be not less than 30 days after we tell you of the price change.

If you do not agree to these changes, then you must cancel and stop using the service before the changes take place. If you cancel your service, then your service ends at the end of your current service time length.

6.5 Refund Policies. Unless otherwise provided by law, all charges are non-refundable unless stated otherwise and the costs of any returns will be at your expense.

6.6 Cancelling the service. You may cancel the service at any time, with or without cause. Certain service offers may require cancellation charges, and you will pay all cancellation charges as specified in the materials describing the offer. Cancellation of the service by you will not alter your obligation to pay any outstanding charges owing to MASA.

7. Your Materials.

You may be able to submit materials for use in connection with the service. Except for material that we license to you, we do not claim ownership of the materials you post or otherwise provide to us related to the service (called a "submission"). However, by posting or otherwise providing your submission, you are granting to the public free permission to:

- use, copy, distribute, display, publish and modify your submission, each in connection with the service;
- publish your name in connection with your submission; and
- grant these permissions to other persons.

This section only applies to legally permissible content and only to the extent that use and publishing of the legally permissible content does not breach the law. We will not pay you for your submission. We may refuse to publish, and may remove your submission from the service at any time. For every submission you make, you must have all rights necessary for you to grant the permissions in this section.

8. Privacy.

We consider your use of the service to be private. However, we may access or disclose information about you, your account and/or the content of your communications, in order to: (1) comply with the law or legal process served on us; (2) enforce and investigate potential violations of this contract; including use of this service to participate in, or facilitate, activities that violate the law; or (3) protect the rights, property, or safety of MASA Inc, its officers, its members or the public. You consent to the access and disclosures outlined in this section.

We may use technology or other means to protect the service, protect our customers, or stop you from breaching this contract. These means may hinder or break your use of the service.

9. Requirements For Placing Advertisements.

You may be able to place advertisements in or through the service. We have no obligation to display any part of the advertising content. With respect to any advertising content you provide, you promise that:

- all advertising content is accurate, complete and current;
- you have all necessary rights, power and authority to publish the advertising content;
- the advertising content, and any web site listed or linked to from the advertising content:
 - o complies with all applicable laws and regulations;
 - o does not infringe, misappropriate or otherwise violate any copyright, patent, trademark, service mark, trade secret or other intellectual property right of any third party;
 - o does not breach the rights of any person or entity, including rights of publicity or privacy, and is not defamatory; and
 - o does not result in consumer fraud (including being false or misleading), product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity.
- you possess documents substantiating all claims, express and implied, contained within the advertising content.

10. How We May Change the Contract.

If we change this contract, then we will tell you at least 30 days before the change takes place. If you do not agree to these changes, then you must cancel and stop using the service before the change takes place. If you do not stop using the service, then your use of the service will continue under the changed contract.

11. WE MAKE NO WARRANTY.

We provide the service "as-is," "with all faults" and "as available." We do not guarantee the accuracy or timeliness of information available from the service. MASA Inc gives no express warranties, guarantees or conditions. You may have additional consumer rights under law that this contract cannot change. We exclude any implied warranties including those of merchantability, fitness for a particular purpose, workmanlike effort and non-infringement.

12. LIABILITY LIMITATION.

You can recover from the MASA Inc only direct damages up to an amount equal to your registration fee for one month. You cannot recover any other damages, including consequential, lost profits, special, indirect, incidental or punitive damages.

This limitation applies to anything related to:

- the service,
- content (including code) on third party Internet sites, third party programs or third party conduct,
- viruses or other disabling features that affect your access to or use of the service,
- incompatibility between the service and other services, software and hardware,
- delays or failures you may have in initiating, conducting or completing any transmissions or transactions in connection with the service in an accurate or timely manner, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, defamation or other tort.

It also applies even if:

- this remedy does not fully compensate you for any losses, or fails of its essential purpose; or
- MASA knew or should have known about the possibility of the damages.

13. Changes to the Service; If We Cancel the Service.

We may change the service or delete features at any time and for any reason. We may cancel or suspend your service at any time. Our cancellation or suspension may be without cause and/or without notice. Upon service cancellation, your right to use the service stops right away. Once the service is cancelled or suspended, any data you have stored on the service may not be retrieved later. Our cancellation of the service will not alter your obligation to pay all charges made to your billing account. If we cancel the service in its entirety without cause, then we will refund to you on a pro-rata basis the amount of payments that you have made corresponding to the portion of your service remaining right before the cancellation.

14. Interpreting the Contract.

All parts of this contract apply to the maximum extent permitted by law. A court may hold that we cannot enforce a part of this contract as written. If this happens, then you and we will replace that part with terms that most closely match the intent of the part that we cannot enforce. The rest of this contract will not change. This is the entire contract between you and us regarding your use of the service. It supersedes any prior contract or statements regarding your use of the service. If you have confidentiality obligations related to the service, those obligations remain in force. The section titles in the contract do not limit the other terms of this contract.

15. Assignment.

We may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other person. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the service or any part of the service.

16. No Third Party Beneficiaries.

This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this contract.

17. Claim Must Be Filed Within One Year.

Any claim related to this contract or the service may not be brought unless brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.

18. Your Notices to Us.

You may notify us by using the Private Message feature on the RTAW forums sent to the MASA account. We do not accept e-mail notices.

19. Notices We Send You; Consent Regarding Electronic Information.

This contract is in electronic form. We have promised to send you certain information in connection with the service and have the right to send you certain additional information. There may be other information regarding the service that the

law requires us to send you. We may send you this information in electronic form. You have the right to withdraw this consent, but if you do, we may cancel your service. We may provide required information to you:

- by e-mail at the e-mail address you specified when you signed up for your service; or
- by Private Message on the RTAW Forums at the username you specified when you signed up for this service

Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. As long as you can access and use the service, you have the necessary software and hardware to receive these notices. If you do not consent to receive any notices electronically, you must stop using the service.

20. Contracting Party, Choice of Law and Location for Resolving Disputes.

This contract is between you and the Marine Aquarium Societies of Australia Inc. and the laws of Australia govern this contract. You and we irrevocably agree to the exclusive jurisdiction and venue of the Australian courts for all disputes arising out of or relating to this contract. Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in Australia in accordance with the Arbitration Rules of the relevant statutory body, whose rules are deemed to be incorporated by reference into this clause. The language of arbitration shall be English. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in any country or region.