

# ARAN - TERMS AND CONDITIONS

Please take the time to read these terms and conditions. By using the ARAN website or any instruments controlled by ARAN, you are agreeing to these terms and conditions.

## Definitions

**Our Website** means the website [www.aran.org.au](http://www.aran.org.au)

**We / Us**, etc. means the Australian Resuscitation Advisory Network and any subsidiaries, affiliates, employees, officers, agents or assigns and any instruments controlled by ARAN.

**Service** means any platform or interaction controlled by ARAN. This includes this website another information contained on it, forums, blogs or social media services.

## Accuracy of Content

We have taken appropriate care and precautions to ensure that the information we provide on this Website is accurate. However, we cannot guarantee, nor do we accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained on this Website or on any linked site. The information contained on this Website should not take the place of professional advice. therefore reliance on any advice or opinion is at the users risk.

## Use of Website

The Website is made available for your use on your acceptance and compliance with these terms and conditions. By using this Website, you are agreeing to these terms and conditions.

You agree that you will use this website in accordance with all applicable local, state, national and international laws, rules and regulations, these Terms and Conditions, the Privacy Policy and Complaints resolution Procedure.

You agree that you will not use, nor will you allow or authorise any third party to use, the Website for any purpose that is unlawful, defamatory, harassing, abusive, fraudulent or obscene way or in any other inappropriate way or in a way which conflicts with the Website or the Services.

If you contribute to our forum (if any) or make any public comments on this Website (or associated forum which are, in our opinion is, unlawful, defamatory, harassing, abusive, fraudulent or obscene or in any other way inappropriate then we may at our discretion, refuse to publish such comments and/or remove them from the Website or other

platform. We reserve the right to refuse or terminate service or access to anyone at any time without notice or reason.

### **Passwords and Logins**

You are responsible for maintaining the confidentiality of your passwords and login details (if any) and for all activities carried out under your password and login.

### **Indemnification for loss or damage**

You agree to indemnify Us and hold Us harmless from and against any and all liabilities or expenses arising from or in any way related to your use of this Website or the Services or information offered on this Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgements, litigation costs and solicitors fees of every kind and nature incurred by you or any third parties through you.

### **Intellectual property and copyrights**

We hold the copyright to the content of this Website, including all uploaded files, layout design, data, graphics, articles, file content, codes, news, tutorials, videos, reviews, forum posts and databases contained on the Website or in connection with the Services. You must not use or replicate our copyright material other than as permitted by law. Specifically, you must not use or replicate our copyright material for commercial purposes unless expressly agreed to by Us, in which case we may require you to sign a License Agreement.

If you wish to use content, images or other of our intellectual property, you should submit your request to us at the following email address: [admin@aran.org.au](mailto:admin@aran.org.au)

### **Trademarks**

The trademarks and logos contained on this Website are trademarks of the Australian Resuscitation Advisory Network. Use of these trademarks is strictly prohibited except with express, written consent.

### **Links to external websites**

This Website may contain links that direct you outside of this Website. These links are provided for your convenience and are not an express or implied indication that we endorse or approve of the linked Website, its contents or any associated website, product or service. We accept no liability for loss or damage arising out of or in connection to your use of these sites.

You may link to our articles or home page. However, you should not provide a link

which suggests any association, approval or endorsement on our part in respect to your website, unless we have expressly agreed in writing. We may withdraw our consent to you linking to our site at any time by notice to you.

### **Limitation of Liability**

Neither the ARAN, nor its officers or members accept responsibility to any other person on any grounds, or for events or circumstances which may occur as a result of the implementation or non-implementation of the information and opinions herein expressed. We take no responsibility for the accuracy of any of the content or statements contained on this Website. Statements made are by way of general comment and opinion only and the user should satisfy themselves as to their accuracy before application. ARAN or its officers cannot be held liable for any damages whatsoever, incurred as a result of or relating to the use of the Website or our Services and the user waives any claim in this regard by accessing or using ARAN platforms or Services

### **Information Collection**

Use of information you have provided us with, or that we have collected and retained relating to your use of the Website and/or our Services, is governed by our Privacy Policy. By using this Website and the Services associated with this Website, you are agreeing to the Privacy Policy.

### **Confidentiality**

All personal information you give us will be dealt with in a confidential manner in accordance with our Privacy Policy. However, due to circumstances outside of our control, we cannot guarantee that all aspects of your use of this Website will be confidential due to the potential ability of third parties to intercept and access such information.

### **Disputes**

**By using this site or any Service, the user is agreeing to abide by our Complaint Resolution Procedure. This includes agreeing to waive any right to take any legal action, or involve any external entity in the prosecution of a dispute/complaint, until all requirements of the Complaint Resolution Procedure have failed to reach a satisfactory resolution (as determined by ARAN).**

### **Governing Law**

These terms and conditions are governed by and construed in accordance with the laws of New South Wales, Australia. Any disputes concerning this website are to be resolved by compliance with the Complaints Resolution Procedure.

We retain the right to bring proceedings against any individual or organisation for breach of these Terms and Conditions, in your country of residence or any other appropriate country or jurisdiction.it.