



Website – Terms of Access

Terms of Access to the Website

This Website (referred to in these Terms of Access as the “Website”) is owned and operated by Conference Communication Systems (“CCS”), a division of Mikelibb Investments Pty Ltd (ABN 84 003 878 028) on the World Wide Web (“WWW”).

The material on the Website is copyright © 2010 CCS.

Purpose and Function

CCS provides an integrated portal to enable its clients to design, construct and manage their own on-line event registration facility for use by event delegates. It provides a link to a secure payments gateway.

CCS is a publisher of information provided by its clients and the provider of a facility for clients to conduct event registration transactions with delegates. CCS is not authorised to enter into transactions with delegates on behalf of its clients. It is neither the agent nor representative of the client. Registration transactions are entered into directly between delegates and the client.

The Website provides a link to a payments gateway service provider contracted by the client. During the registration process, delegates will be transferred to the payments gateway website to conduct the payment transaction. CCS is not involved in this transaction.

Use of Material on the Website

Except for the limited use set out below delegates may not use the Website, or the material contained on it, for any purpose. This involves:

1. the reproduction of the material in any material form;
2. the distribution of the material in any material form;
3. re-transmission of the material by any medium of communication;

4. uploading and/or reposting the material to any other site on the internet;
5. “framing” the material on the Website with other material on any other website.

The above are unlawful in any jurisdiction and are specifically prohibited by these Terms of Access.

Notwithstanding the above restrictions on use of the material on the Website, delegates may download material from the Website for personal non-commercial use provided they do not remove any copyright and trade mark notices contained on the material.

Delegates may not modify or copy:

1. the layout of the Website; and
2. any computer software and code contained in the Website.

CCS reserves all intellectual property rights, including, but not limited to, copyright in material and/or services provided by it. The material provided on the Website is provided for personal use only and may not be:

1. re-sold and/or re-distributed in any material form;
2. stored in any storage media; and/or
3. re-transmitted in any media,

without the prior written consent of CCS.

Links to other Websites

The Website contains links to sites on the internet owned and operated by third parties and which are not under the control of CCS.

In relation to the other sites on the internet, which are linked to the Website, CCS:

1. provides the links to other sites as a convenience to delegates and the existence of a link to other sites does not imply any endorsement by CCS of the linked site; and
2. is not responsible for the material contained on those linked sites.

Disclaimer 1

CCS makes the Website available for others to publish information and take event registrations without assuming a duty of care to users. CCS is not in the business of providing professional advice and gives no warranty, guarantee or representation about the accuracy, reliability or timeliness or otherwise, of the information contained on the Website and/or linked sites on the internet.

To the full extent permitted by law CCS disclaims any and all warranties, express or implied, regarding:

1. the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website and/or of any linked sites; and
2. fitness for any particular purpose for any event published on the Website and/or any linked sites.

CCS will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) which are the consequence of a delegate:

1. acting, or failing to act, on any information contained on or referred to on the Website and/or any of the linked Websites; or
2. registration or failure of registration, attendance at or non-attendance at an event published on the Website.

Disclaimer 2

CCS does not warrant, guarantee or make any representations that:

1. the Website, or the server that makes the site available on the internet are free of software viruses;
2. the functions contained in any software contained on the Website will operate uninterrupted or are error-free; and
3. errors and defects in the Website will be corrected.

CCS is not liable to you for:

1. errors or omissions in the Website, or linked sites on the internet;
2. delays to, interruptions of or cessation of the services provided in the Website, or linked sites; and
3. defamatory, offensive or illegal conduct of any user of the Website,

whether caused through negligence of CCS, its employees or independent contractors, or through any other cause.

Delegates agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of them accessing the Website.

Limitation of Liability

Disclaimer 1 and/or 2 may not apply to a delegate in jurisdictions in which limitations on or exclusions of warranties or liabilities are not permitted by law. To the full

extent permitted by law of CCS liability for any implied warranty or condition is limited, at the choice of CCS, to the amount paid (if any) for registration as a delegate at an event.

Use of Information Gathered

CCS and/or people authorised by it may gather and process the information:

1. which delegate may provide when accessing the Website, such as name, address, email address and other personal information; and
2. regarding the way in which they use the Website including, without limitation, information acquired through the use of “cookies” programmed during the accessing of the Website.

The manner in which this information may be used by CCS is set out in the privacy policy.

Termination of Access

CCS may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and CCS has no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

Alteration of Terms of Access

CCS reserves the right to change these Terms of Access:

1. with or without further notice; and
2. without giving any explanation or justification for such change.

Relevant Jurisdiction

If any part of this Agreement is found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of this Agreement and the severed part will not affect the validity and enforceability of any remaining provisions.

This Agreement will be governed by and interpreted in accordance with the laws of New South Wales, Australia, without giving effect to any principles of conflicts of laws.

Delegates agree to the jurisdiction of the courts of New South Wales, Australia to determine any dispute arising out of this Agreement.