
The Australian Pituitary Foundation Website

Terms of Use

Date of Last Revision: 10 March 2023

Welcome to www.pituitary.asn.au (the **Site**).

The Site is owned and operated by The Australian Pituitary Foundation Ltd ABN 13 088 357 902 (collectively, '**us**', '**we**' or '**The Australian Pituitary Foundation**').

The term '**you**' refers to the person accessing or using the Site or our Services (as defined below), and any company or organisation on whose behalf that person accesses the Site or our Services.

These terms and conditions (**Terms of Use**) incorporate this Site's privacy policy which explains how we collect, use and disclose information that pertains to your privacy (the **Privacy Policy**) <https://pituitary.asn.au/privacy-policy/> and should be read together with these Terms of Use. The provisions of the Privacy Policy apply as if set out in full in these Terms of Use.

Please read the following Terms of Use carefully before using the Site.

1. Acceptance of terms

These Terms of Use, including the Privacy Policy, govern your access to and use of this Site, including any Site Content (as defined below) and services provided through or in connection with this Site (the **Services**).

By browsing, accessing or using the Site or by using any facilities or services made available through it or by transacting through or on it, you acknowledge and warrant that you have read, understand and agree to be bound by these Terms of Use and any additional terms and conditions notified to you from time to time. These Terms of Use form a legally binding agreement between The Australian Pituitary Foundation and you. If you do not agree to these Terms of Use, you must immediately exit and not access or use this Site or the Services.

2. Changes to Terms of Use and Privacy Policy

We may from time to time (with or without notice to you) update or amend these Terms of Use and our Privacy Policy at our sole discretion by posting the changes on the Site. The then current version of the Terms of Use and Privacy Policy will apply each time you use our Site. Your continued use of this Site after any such change or entering personal information constitutes an acceptance of any new Terms of Use and Privacy Policy. We will endeavour to keep you updated on any change to these Terms of Use and our Privacy Policy, however, you are responsible for keeping up to date of any changes by regularly reviewing these Terms of Use and Privacy Policy.

3. Use of the Site

The Site is for your personal, non-commercial use only. Subject to these Terms of Use, any person may access or use this Site via the internet without registering with or disclosing any personally identifying information to the Company (**Unregistered User**).

Any medical or other information contained on this site is general information only and does not take your personal circumstances or requirements into account. We recommend that you contact your treating doctor with any queries about how any of the information presented on this site may apply to you in your circumstances.

To have access to the 'Account' and 'Members Only' section on the Site and make full use of the functionality of this Site, you must register via the 'Register' section of the Site (**Registered User**).

Unregistered Users and Registered Users are referred to collectively in these Terms of Use as **Users**. We may make varying levels of functionality available to different Users, depending on whether they are Unregistered Users or Registered Users.

As a Registered User, you are able to:

- (a) receive information and email communications from us; and
- (b) change your preferences, including your preferred e-mail address, contact details, passwords, personal details and make comments.

As a Registered User, you agree to provide accurate and complete information about yourself and to keep this information up-to-date at all times (**User Registration Information**).

4. Prohibited activities

As a User of this Site, you must not:

- (a) infringe any intellectual property right (including copyright, database right or trade mark right) of any person or be in breach of any legal duty owed to any person, such as a contractual duty or a duty of confidence;
- (b) reproduce any Site Content (as defined below) without our express written permission, which we may grant or withhold at our absolute discretion;
- (c) seek reimbursement from any other party for access to this Site or on-sell any information obtained from this Site;
- (d) deceive or be likely to deceive any person, impersonate any other person while using this Site, conduct yourself in an offensive manner while using this Site, or use this Site for any illegal, immoral or harmful purpose;
- (e) submit, post, upload, email or otherwise send or transmit to this Site, or any User anything that contains software viruses or any other computer code, files or programs designed to interrupt, harm, damage, destroy or limit the functionality of any computer software or hardware or equipment linked directly or indirectly to this Site;
- (f) interfere with this Site or the servers or networks underlying or connected to this Site or violate any of the procedures, policies or regulations of this Site or any networks connected to this Site;
- (g) disclose your login user name or password for this Site to any other person. You are responsible for maintaining the confidentiality of your username and password and are responsible for all activities that are carried out under them. If such disclosure has or you believe that such disclosure may have occurred (whether intentionally or accidentally), then you must immediately inform us.

5. Proprietary rights

The entire contents and design subsisting in, relating to or arising out this Site and available through or in connection with this Site including, but not limited to copyright, logos, trade marks, designs, text, graphics, images, information, applications and other files, and their selection and arrangement (the **Site Content**), are the proprietary property of The Australian Pituitary Foundation, our content providers or our licensors with all rights reserved. You must not do anything, or omit to do anything, which may infringe our intellectual property rights except where expressly authorised in these Terms of Use.

No Site Content may be modified, copied, distributed, communicated, framed, reproduced, republished, downloaded, displayed, posted, transmitted, sold, assigned, duplicated, licensed in any form or by any means, in whole or in part, without our prior written consent. In addition, you agree not to use any data mining, robots, or similar data gathering and extraction methods in connection with the Site.

Provided that you are eligible to use the Site, you are granted a non-exclusive, non-transferable, non-sublicensable, limited licence to access and use the Site and the Site Content and to download or print a copy of any portion of the Site Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. No other licence to intellectual property rights is conferred. This licence is revocable at any time without notice and with or without cause.

Any use of the Site or the Site Content other than as specifically authorised, without our prior written permission, is strictly prohibited and will terminate the licence granted.

6. Links

This Site may contain links to other web sites. Links to third-party websites, including the link to our Facebook page, are provided on the Site for convenience only. By clicking on a third-party link, you will leave the Site. We are not responsible for the content or privacy practices associated with linked web sites. You should review the terms and conditions and privacy policy of every internet site you access or use.

Links on the Site to linked web sites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked web sites, or of any information, graphics, materials, products or services referred to or contained on those linked web sites, unless and to the extent stipulated to the contrary.

Information procured from a third party may be the subject of copyright owned by that third party. We hereby expressly disclaim any representations regarding the content or accuracy of materials on such third-party sites.

7. Disclaimer

The Site Content is general in and has not been prepared having regard to any person's specific objectives, health situation or needs. While every effort is taken to ensure the information is accurate, we do not represent or warrant that this information is correct, current, complete, reliable or suitable for any purpose and it must not be relied on by you or any other person as a substitute for appropriate medical and other advice tailored to specific circumstances.

We do not accept any responsibility or liability to any person for the information or advice (or the use of such information or advice), which is provided on the Site or incorporated into it by

9. Force majeure

We will not be in breach of these Terms of Use or otherwise liable to you or any other person for any unavailability or failure of this Site, the Site Content or the Services or any delay or other failure by us to comply with these Terms of Use that is caused by or arises from any event or circumstances beyond our control.

10. Indemnification

You agree to indemnify, defend and hold us harmless from and against all losses, expenses, damages and costs (including reasonable solicitor's fees) or liability incurred or suffered by you or by us arising from any claim, demand, suit, action or proceeding by any person against you or us where such loss or liability arose out of, in connection with or in respect of your conduct or breach of these Terms of Use.

11. Third party rights

The provisions of Indemnification, Disclaimer and Limitation of Liability are for our benefit and the benefit of our officers, directors, employees, agents, partners, advertisers, information providers, licensors and suppliers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

12. Security

We use our best endeavours to minimise viruses and bugs from infiltrating the Site, however due to the nature of the internet the Site may be affected by viruses or bugs from time to time. You must take your own precautions to ensure that the process which you employ for accessing this Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. We do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this Site or any linked web site.

13. Termination of access

You agree to use our Site for lawful purposes only. We reserve the right to monitor, suspend, restrict, terminate or withdraw your registration and access to this Site at any time without notice at our discretion. If you breach any of the Terms of Use, then your permission to use the Site automatically terminates.

All licences granted by you, our Privacy Policy and all disclaimers and limitations of liability by us will survive termination, however, you will no longer be authorised to access the Site.

14. General

Entire Agreement: These Terms of Use, together with any additional terms and conditions set out on this Site from time to time, constitutes the whole agreement relating to its subject matter and supersedes and extinguishes any prior drafts, versions, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.



Rights cumulative: The rights, powers, privileges and remedies provided under any provision of these Terms of Use are cumulative and are not exclusive of any rights, powers, privileges or remedies provided under any other provision of these Terms of Use or by applicable law or otherwise.

Waiver: No failure to exercise nor any delay in exercising by us of any right, power, privilege or remedy under these Terms of use shall impair or operate as a waiver thereof in whole or in part. No single or partial exercise of any right, power privilege or remedy under these Terms of Use shall prevent any further or other exercise thereof or the exercise of any other right, powers, privilege or remedy.

Assignment: You may not assign or transfer any of your rights or obligations under these Terms of Use without our prior written consent.

Notice: Any legal notices or communications regarding your service account will be sent to your nominated email address.

Invalidity: If any clause or provision of these Terms of Use is determined to be illegal, invalid or unenforceable for any reason, then such clause or provision will be construed, to the extent feasible, to render the clause or provision enforceable. If no feasible interpretation would save such clause or provision, it will be severed from the remainder of these Terms of Use without affecting the enforceability of all remaining clauses and provisions.

Interpretation: In these Terms of Use, unless the context requires otherwise: (i) any reference to a “person” includes any individual, company, corporation, firm partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality) and references to any of the same shall include a reference to the others; (ii) any phrase introduced by the words “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words; (iii) references to the singular include the plural and to the masculine include the feminine, and in each case vice versa; and (iv) the headings and sub-headings are inserted for convenience only and shall not affect the meaning of these Terms of Use.

Governing Law: These Terms of Use are governed by the laws of the state of Victoria, Australia. You are deemed to submit to the non-exclusive jurisdiction of the courts of Victoria.

15. Questions

If you have any questions about our Terms of Use or any concerns about the accuracy of this Site or the Site Content, please contact us at support@pituitary.asn.au