
SIEBA Website Terms of Use

DEFINITIONS

In this Policy the following terms shall have the following meanings:

SIEBA, Us, Our and **We** refer to Schools International Education Business Association of New Zealand Incorporated;

You and **Your** refer to the user of the Website;

Member means a full member of SIEBA;

Affiliate means an Agency granted to be an affiliate by SIEBA;

Website means SIEBA's website, located for the time being at <http://www.sieba.nz/>

Rights and Obligations of Members are those set out in Section 7 of the SIEBA Constitution.

Resources means any intellectual property, document, template, or form created by SIEBA and available from the Website or any other information which is only accessible by virtue of being a member of SIEBA or as an affiliate of SIEBA and includes agreement templates, policy guidance, procedure guidance, briefings, submissions, white papers, minutes, and any other form or document.

TERMS OF USE

1. The terms of use set out below (the Terms) govern your use of the Website.
2. By using the Website, you must accept and abide by the Terms. If you do not accept the Terms, you are not permitted to use the Website and you must refrain from using it.
3. If you have any complaints or questions regarding the Website or the Terms you can contact SIEBA at info@sieba.nz.
4. We reserve the right to make changes to these Terms which will be effective once they are published on this site.
5. You should revisit this area of the Website regularly to check the Terms.

USE OF THE WEBSITE BY YOU

6. You agree to only use the Website for purposes permitted by the Terms including that you will:
 - I. keep your password and login secure and not share it with any person not employed by your school or agency;
 - II. not share information which is only accessible by virtue of your membership or affiliation with SIEBA with any third party which is not a SIEBA member or affiliate;
 - III. only use information obtained from the Website and the online engagement facilities for professional purposes;
 - IV. for Members, uphold the Rights and Obligations of Members of SIEBA as set out in the SIEBA Constitution in all engagement with the Website and any integrated social media channels;
 - V. for Affiliates, promote cordial relationships, loyalty and understanding amongst Members and Affiliates, resolve differences and internal conflicts professionally and

with a spirit of co-operation and goodwill, and not do anything to bring SIEBA into disrepute;

- VI. regularly review your membership or affiliate information on the Website and ensure that your member or affiliate information is up to date and correct;
- VII. not use the Website directly or indirectly for any activity which breaches any laws, infringes a third party's rights, is unlawful, or breaches the Terms;
- VIII. not tamper with, hinder the operation of or make unauthorised modifications to the Website;
- IX. not knowingly transmit any virus or other disabling feature to the Website;
- X. not modify, adapt, or hack the Website or modify another website so as to falsely imply that it is associated with us;
- XI. not post or otherwise disseminate personal information relating to members, affiliates, international students or any other person that contravenes the requirements of the Privacy Act 1993 or any other relevant legislation;
- XII. not post defamatory, untrue, or malicious information or comments to the Website or integrated social media channels;
- XIII. not engage in any other conduct that we consider (in our absolute discretion) breaches these Terms or is otherwise inappropriate for the Website.

EQUIPMENT AND SOFTWARE

- 7. You are responsible for all equipment and software used to access the Website.

INTELLECTUAL PROPERTY AND THE USE OF RESOURCES

- 8. You acknowledge that copyright, trademarks and all other intellectual property rights (the IP) in the Website or displayed or available through the Website belongs to SIEBA or other third parties;
- 9. Resources obtained through the Website remain the property of SIEBA and are available to members and affiliates for their use while being members or affiliates;
- 10. SIEBA grants permission to Members and Affiliates to use Resources while they remain a Member or Affiliate. Permission to use Resources ends when a Member or Affiliate withdraws their membership, fails to pay the fee for membership or affiliation, or has their membership or affiliation ended by SIEBA for any other reason;
- 11. Other than the permissions specified in this clause and other specific permissions granted in writing, SIEBA does not permit use of the Resources or any other IP contained on the Website by any party;
- 12. A Member or Affiliate must not continue using the Resources after their membership or affiliation ends, and in particular ensure that no new copies of the Resources are created and no new enrolment is made which relies on the Resources. Former members and affiliates may keep copies of completed documents relating to existing contracts while they remain applicable.
- 13. Any use of the Resources or other IP in breach of this clause constitutes a breach of the Copyright Act 1994.

DISCLAIMERS

14. The Website is provided on an “as is” and “as available” basis without warranties of any kind, either express or implied.
15. SIEBA does not represent or warrant that the Website or the servers are free of viruses or other harmful components, including that it may be hacked.
16. SIEBA is not responsible for errors or omissions in any information or materials contained on the Website.
17. While SIEBA attempts to make access and use of the Website safe, SIEBA cannot and does not represent or warrant that the Website or any content or materials are free of viruses or other harmful components. You should use virus detection software to protect against viruses, spyware, malware and other harmful or otherwise undesirable components.
18. SIEBA reserves the right to change any and all content contained in the Website at any time without notice.
19. The Resources on www.sieba.nz are provided to you at your own risk. We encourage you to first seek independent legal or other professional advice before using any Resources.
20. SIEBA makes no representation as to the accuracy, relevance or completeness of the information contained in Resources.
21. Access to the documents and associated material is provided on the condition that SIEBA will not be liable for any loss or damage of any kind, including but not limited to direct, indirect, special, and consequential loss or damage, resulting from users’ access to and reliance on any information contained in the documents.
22. SIEBA reserves the right to augment, delete or otherwise modify the information in Resources at any time and without notice.
23. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

LINKED SITES

24. The Website may contain links to external sites. Those sites are not part of the Website and, unless otherwise indicated, are not under our control.
25. SIEBA takes no responsibility for material in these external sites. You agree that by accessing any linked site you are doing so at your own risk, and you agree to fully indemnify SIEBA against any liability arising out of your accessing any linked site.

LIMITATION OF LIABILITY AND INDEMNITY

26. In no event shall SIEBA or any of its employees, agents, independent contractors, service providers or consultants, be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, whether in an action in contract, tort, equity, or otherwise which arises out of or in relation or connection to any use of the Website, including:
 - I. the content of information posted on the Website, including any breaches of the Privacy Act 1993 or defamatory comments posted by users and displayed on the website;
 - II. reliance by a user on any information obtained from the Website;

- III. internet access difficulties, equipment malfunction, mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation of files or email, errors, defects, viruses, delays in operation or transmission,
- IV. any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorised access to the Website's records and programs;
- V. any lack of availability or failure to provide the Website.

27. You agree to indemnify and hold SIEBA and its affiliates, employees, agents, representatives, and third-party service providers, harmless from all claims and liabilities relating to your use of the Website or its use by any person on your behalf. For the purposes of this paragraph, Website includes any linked sites.

PRIVACY

28. You acknowledge that you have read and understood the terms of our Privacy Policy.

SEVERABILITY

29. The illegality, invalidity, or unenforceability of any part of the Terms will not affect the legality, validity, or enforceability of the remainder.

TERMINATION

30. We may cease operating the Website, or any part of the Website, at any time in our sole discretion. We reserve the right to immediately suspend, limit, cancel, or disable your access to the Website without prior notice in the event that you fail to comply with these Terms or we otherwise deem it necessary at our sole discretion.

LAW

31. These Terms are governed by and construed in accordance with the law in force in New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts for any proceedings in connection with these Terms.