

Terms of Use

Last updated: 3 March 2022

Welcome to the Australian Fashion Council, which is operated by the Australian Fashion Council Ltd (ACN 167 225 774) of 27 Derby St, Collingwood VIC 3066 (**AFC, we, us or our**).

1. Services

- 1.1 By accessing and using the [AFC Certification Trade Mark website](#) and our other related platforms and services (including our online directories and social media platforms) (**Services**), you agree to be bound by these Terms of Use.
- 1.2 We may vary these Terms of Use from time to time and we will publish the varied terms on the AFC website. It is your responsibility to check the AFC website periodically for changes. Your continued use of the Services following any changes indicates your acceptance of the changes.
- 1.3 You must use the Services for lawful purposes and in a way which does not infringe the rights of any third party or restrict or inhibit anyone's use of the Services.
- 1.4 We do not represent or warrant that the operation of the Services will be secure, confidential, uninterrupted, error-free, accurate, complete or current.
- 1.5 You can contact us using the Contact section on the AFC site with any questions you have about these Terms of Use or otherwise.

2. User accounts

- 2.1 You can browse the AFC website without creating an account, however, sometimes we may require you to create one to access certain functions of the AFC site (**Account**).
- 2.2 Where you create an Account, you are responsible for maintaining the confidentiality of your password and registration attached to your Account and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorised use of your Account or any other breach of security.
- 2.3 Generally, you agree to provide current, complete, and accurate order and account information for all purchases made at our store, including when registering an Account. You agree to promptly update your Account and/or any other necessary information, including your email address, delivery address and payment methods (including expiration dates), so that we can complete your orders and contact you as needed.

3. Privacy

- 3.1 Your use of our Services may involve the transmission to us of certain personal information (as defined under privacy laws and regulations). Our policies with respect to the collection and use of such personal information are governed according to our Privacy Policy that you can access on the AFC site (<https://ausfashioncouncil.com/privacy-policy/>), which is incorporated into these Terms and Conditions.

4. Acceptable use

You must not:

- (a) copy, modify, or create derivative works based on the content available through the Services;
- (b) infringe the intellectual property rights, privacy or confidentiality of any third party;
- (c) engage in any activity that may result in injury, death, property damage, and/or liability of any kind; or
- (d) post or transmit any unauthorised material, including material that is (in our opinion) offensive, inflammatory, defamatory, racist, obscene or threatening.

5. Intellectual property rights

5.1 We own, or are the licensee of, the intellectual property rights in the content available on the site, including text, graphics, photographs, logos, icons, sound recordings and software. These Terms of Use do not transfer any intellectual property rights from us to you or any third parties.

5.2 You must not (without our consent):

- (a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the content or material downloaded from the site; or
- (b) use our name, logo, graphics, and logos which appear on the site.

6. Resources and linked websites

6.1 Our Services may include resources, information sheets, guides, publications, and directories, which are provided for your information only.

6.2 Any information or content made available as part of our Services, and/or otherwise by us, including such resources and directories, is general and does not constitute, and should not be relied upon as, advice in any capacity. Information and/or materials provided through the Services is general in nature and subject to change and we have no obligation to verify and/or update such information or materials.

6.3 The Services may also contain links to third-party websites, products, and services. We do not make any representations or warranties in relation to, and we exclude all liability from, third party websites, products and services.

7. Liability

7.1 Your use of the Services is entirely at your own risk. To the extent permitted by law the Services (including all resources, directories, information and/or materials provided through the Services or otherwise by us) and all third party content available to you through the Services are

provided "as is" and "as available" for your use without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for use and/or a particular purpose, guarantee of a particular result or outcome, title, and non-infringement.

8. Maintenance

We may at any time and without notice, modify, suspend or terminate the operation of, or access to the Services, or any part of, for any reason, to interrupt the operation of the Services, or any part of, as necessary to perform maintenance, error correction or other changes.

9. General

- 9.1 Nothing in these Terms of Use will be taken as giving rise to a relationship of employment, agency, partnership or joint venture.
- 9.2 These Terms of Use contain the entire understanding between you and us concerning the subject matter of the agreement and supersedes all prior communications.
- 9.3 Any failure by us at any time to enforce these Terms of Use or any rights will not be a waiver of such rights or affect the validity of these Terms of Use.
- 9.4 If any provision of these Terms of Use is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from these Terms of Use and the remaining terms and conditions will be unaffected.
- 9.5 These Terms of Use are governed by, and construed in accordance with, the laws of New South Wales, Australia and the courts of the jurisdiction will have exclusive jurisdiction over any dispute arising out of these Terms of Use.