

## **ADAIR LEADERSHIP AUSTRALIA ACCEPTABLE USE POLICY**

as at 25 February 2010

### **Introduction**

**Version.** This policy was last modified on 25 February 2010.

**Agreement.** By accessing the ALAust Website, you agree to this policy as a document incorporated into the Terms and Conditions of the User Agreement between you and ALAust

This Policy may be amended at any time by posting the amended terms and conditions onto the ALAust website. The date of the most recent amendment will be shown.

The User Agreement, incorporating this Acceptable Use Policy, is governed by and interpreted under the laws of the state of Queensland, Australia.

You are solely responsible for complying with all applicable laws during your use of ALAust's Website, and during your use of ALAust's services, products and activities.

In all of your actions related to your use of the ALAust Website and associated services, products and activities, you must follow and adhere to the terms of this Acceptable Use Policy.

**Copyright.** The information on this Website is protected by copyright

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### **Definitions and Explanations.**

In this ALAust Policy:-

**'User'** is a user of the ALAust Service

**'User Agreement'** refers to the User Agreement governing the use of the ALAust Service, which is made up of this PDS, any order and / or registration document, the Terms and Conditions and the incorporated ALAust policies, all of which are available on the ALAust Website <https://www.ALAust.com> .

**'You'** and **'Your'** refers to each person who uses the ALAust Service, who thus has made the User Agreement with ALAust and who has access to this Policy.

**'Product'** means an item purchased through the website and applies to tangible items only.

**Proper Use of Website.** You agree that you will not engage in improper use of the ALAust website, whether by:

- Acting in breach of any law, statute or regulation
- Monitoring or copying or imitating or reproducing our web pages by use of any automatic facility, or manual procedure, including but not limited to use of an I frame or spider or robot
- Bypassing, short-cutting, interfering with or attempting the same with the proper working of the ALAust site or any activities conducted on the ALAust site
- Load stressing ALAust systems, by taking any action that imposes a large load on our infrastructure, the size of which is unreasonable for the purpose of or disproportionate to the size of the service or product at issue.
- Framing any contents of the site, deriving related works, showing any copied, reproduced, altered, or imitated product or content (except for Your Information) from the ALAust, some of which is licensed to ALAust by our users or third parties or is proprietary
- Otherwise using or attempting to use the ALAust website, its products and / or services, for purposes other than the training and development in leadership competencies of organizations, teams or individuals (whether by profiling, consultancy, coaching, training, networking, action learning, e-chatting, reading, assessment or research)

without our prior expressed written permission of ALAust, the appropriate user of ALAust or other appropriate third party.

You are solely responsible for Your Information that you disclose during use of any weblog or e-room or other online activities with the ALAust website or associated website.

ALAust acts as a passive conduit for your online activities with ALAust, including the distribution and publication of Your Information as part of ALAust registration, payment, verification, contribution and or participation processes and activities.

Your Information disclosed as part of online activities, and those activities through ALAust online services and products shall not:

1. contain data or statements that are inaccurate or misleading or false
2. be fraudulent
3. violate ALAust's Acceptable Use policy
4. breach or infringe upon the intellectual property rights of any third party, including but not limited to copyright, trademark, registered trade mark, confidential information, trade secret, patent or other property rights or rights of publicity or privacy
5. violate any law, statute, regulation, or contract including, but not limited to those pertaining to consumer protection, unfair competition or false advertising
6. be unlawfully bullying, harassing or threatening
7. be insulting, derogatory, libelous or defamatory
8. be improperly suggestive or obscene

9. contain pornography or child pornography
10. be unlawfully discriminatory
11. contain any viruses or other computer programming devices or routines (such as but not limited to worms and Trojan horses) that may damage, intercept, capture or extract data or information without the knowledge of ALAust or others using ALAust services
12. In any other way cause ALAust to suffer the loss (in whole or in part) of our suppliers, including but not limited to the services of our Internet Service Providers
13. use ALAust to facilitate your own commercial activities, including the sale of goods or services, otherwise than as agreed with ALAust in writing

If you use or attempt to use the services or products of ALAust for purposes other than training and development in leadership competencies (whether by profiling, consultancy, coaching, training, networking, action learning, reading, or research), including but not limited to acts tending to undermine the security or functionality of ALAust services or product, whether by corrupting, hacking, tampering, or otherwise altering or interfering with those services or products, the service from ALAust or your standing or relationship with ALAust will be terminated and will be subject to civil action for damages and other penalties or forms of redress, including criminal prosecution where applicable

**Logos, Service Marks and Trademarks.** The following may not be copied, reproduced, imitated or used, in whole or in part, without prior written permission of ALAust:

- ALAust.com and ALAust
- all related logos, products and services described in this ALAust website that are either trademarks or registered trademarks of ALAust, its associates or its licensors
- all service marks, trademarks and / or trade dress of ALAust, including but not limited to graphics, button icons, page headers, and scripts

except for the circumstances as hereinafter described.

For any use of these Logos that is given prior written agreement, the logos must not be changed in any way. The logos must not be included in any communication presentation or display that is in any way disparaging to ALAust or to the services and products of ALAust.

Further, these logos may not be employed in any way tending to imply or cause others to infer sponsorship or endorsement by ALAust or that you are acting as a representative or agent of ALAust. ALAust is a leadership development contractor, providing services and product to clients, and the Terms and Conditions do not intend nor do they serve to establish any agency, partnership, joint venture, franchise agreement, contract of service, contract for service, or employer-employee relationship with you

Notwithstanding the above, logos provided by ALAust through its Website Supply system may be used without prior written consent for the purposes of

- using ALAust documentation as a step to the use of or participation in a prepaid ALAust product, service or activity
- directing web traffic to the ALAust website.

ALAust reserves the right to discontinue a product or a service at any time, at the sole discretion of ALAust. ALAust can exercise this discretion for any reason, upon giving notice to the user of the service, product or activity. A breach of this Acceptable Use Policy is one of the reasons for which ALAust can exercise its discretion to withdraw from or discontinue a product or service.

### **Reporting Breaches**

ALAust requests that you report any breaches or suspected breaches of this Acceptable Use Policy to ALAust immediately that the breach or suspected breach becomes known to you.

If you are unsure about whether a particular action may be in breach of the Acceptable Use Policy, you can email ALAust at [admin@ALAust.com](mailto:admin@ALAust.com)

### **Additional Information and Contact Details**

For more information on the ALAust policies or on our services, products and activities, visit ALAust's website at <http://www.ALAust.com>.

ALAust's contact details are as follows:

Adair Leadership Australia  
PO Box 285  
Kenmore, Qld 4069  
Australia

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Fax: +617 3378 0042  
Email: [admin@ALAust.com](mailto:admin@ALAust.com)