



# ASDC Website Terms of Use

Updated 1 October 2021

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## 1. The ASDC and the ASDC Website

### 1.1 What is the ASDC Website

- 1.1.1 Welcome to [www.dermalclinicians.com.au/](http://www.dermalclinicians.com.au/) (**Website**). The Website is owned and operated by Australian Society of Dermal Clinicians Inc. ABN 20 239 508 647 (**'ASDC', 'we', 'us' or 'our'**) to provide goods and services that are relevant to the professional field of dermal therapies for ASDC members and the public.
- 1.1.2 The term 'you' refers to the person accessing or using the Website or our Services (as defined below), or the company or organisation on whose behalf a person accesses the Website or our Services.

### 1.2 What are the ASDC Services

- 1.2.1 ASDC is the leading professional body for Dermal Clinicians in Australia. ASDC's mission is to:
- (a) provide education to both our members and the public on endorsed educational programs and opportunities for professional development;
  - (b) advocate for our members and publicly support and recommend causes and policies to uphold professional reputation;
  - (c) provide support and guidance to our members on their professional development, study pathways and industry recognition;
  - (d) raise industry awareness of Dermal Clinicians practising as allied health professionals in multi-disciplinary fields;
  - (e) provide a platform for employers to source qualified and experienced staff and to share exciting opportunities for members that are seeking new employment; and
  - (f) educate and govern safe practices in the workplace for the employee and public safety.
- 1.2.2 To achieve our mission, the goods and services that we provide via this Website are (**Services**):
- (a) student, professional and industry membership subscriptions;
  - (b) educational materials, books and other publications;
  - (c) registrations for industry conferences and networking events;
  - (d) promotional material for professional use;
  - (e) access to our social networking platforms, blogs, chat areas, comments sections or discussion boards (collectively, **Forums**); and
  - (f) listings for volunteer, training and employment opportunities.



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## 2. Overview of the ASDC Website Terms of Use

### 2.1 How are these Terms of Use applied?

- 2.1.1 These terms set out the rules for using our Website.
- 2.1.2 These terms of use (**Terms of Use**) are deemed to incorporate our privacy policy which explains how we collect, use and disclose information that pertains to your privacy (**Privacy Policy**) and should be read together with these Terms of Use.
- 2.1.3 The provisions of the Privacy Policy apply as if set out in full in these Terms of Use.

### 2.2 Additional terms that apply to you

- 2.2.1 In addition to our Privacy Policy and these Terms of Use, there may be additional terms that apply to you and your interactions with us.
- 2.2.2 You may have also entered into, or been provided with, a collection statement (**Collection Statement**) if you have submitted personal information to us. The terms of the Collection Statement will also apply to you.
- 2.2.3 Some of the Services we offer online have separate terms and conditions which govern their acquisition and use (**Sale Terms**). The Sale Terms apply to you if you acquire such Services. To the extent of any conflict or inconsistency between these Terms of Use and any applicable Sale Terms, the applicable Sale Terms will prevail to the extent of any conflict or inconsistency.
- 2.2.4 If you apply to become a Registered User of our Website (as defined below), then our Event Terms, Membership Terms or Sponsorship Terms may also apply to you.
- 2.2.5 It is a condition of your receipt of the Services that you provide us with certain relevant personal information and agree to receive certain content.

### 2.3 Acceptance of Terms of Use

- 2.3.1 These Terms of Use, including the Privacy Policy, govern your access to and use of this Website, including any including any software, data, information, content or materials located on, forming part of, or available in connection with, the Website, and any Services provided through or in connection with the Website (**Website Content**).
- 2.3.2 A reference to the Website in these Terms of Use includes a reference to the Website Content.
- 2.3.3 By browsing, accessing or using the Website or by using any facilities or services made available through it or by transacting through or on it, you acknowledge and agree that you have read, understood and agree to be bound by these Terms of Use and any additional terms and conditions notified to you from time to time.
- 2.3.4 These Terms of Use form a legally binding agreement between us and you. If you do not agree to these Terms of Use, you must immediately exit and not access or use the Website.
- 2.3.5 By using the **Website** you confirm that you are at least 18 years of age. If you are under the age of 18, you confirm that you have the permission of your parent or guardian to use the **Website**.

### 2.4 We may suspend or withdraw our Website

- 2.4.1 While we will take reasonable steps to ensure the availability and security of the Website, you accept that the Website provided by us are provided on an “as is” basis. We do not



warrant that the Website will be continuously available and will not be liable if the Website are unavailable at any time or for any reason.

- 2.4.2 We do not represent that the Website will be error, defect, “bug” or “virus” free, and you should take prudent steps to ensure your own online security and safety.

## **2.5 Amendments to these Terms of Use**

- 2.5.1 We may change these Terms of Use at any time and will take reasonable steps to bring any material changes to your attention by publishing the amended Terms at this Website and we may email you advising that the Terms have changed.
- 2.5.2 As you will be bound by any amendment to these Terms of Use, you should review these Terms of Use from time to time. By continuing to use the Services after any amendment to these Terms of Use, you will be deemed to have accepted the amended Terms of Use.
- 2.5.3 If you object to any changes, your only remedy is to discontinue your use of the Website.

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## **3. Conditions for how you use our Website**

- 3.1 You must only use our Website in a reasonable manner, consistent with these Terms of Use, the Privacy Policy and any relevant Collection Statement or Sale Terms, as well as ordinary community standards of behaviour and decency. Under no circumstances may the Website be used for any illegal purpose, or in a manner likely to cause offence to a reasonable person.
- 3.2 You must not use the Website for any purpose which we consider to be unacceptable. Examples of unacceptable behaviour include, but are not limited to behaviour that:
- 3.2.1 would cause you or us to be in breach of any law, code, or regulation;
  - 3.2.2 involves accessing the personal information of a person other than a person linked to your account;
  - 3.2.3 attempts to obtain a benefit or other financial advantage which you are not entitled to;
  - 3.2.4 places any unreasonable impost, burden or strain on the technical resources of the Website, including without limitation the excessive transmission of data;
  - 3.2.5 depicts or promotes offensive or illegal behaviour;
  - 3.2.6 is offensive or promotes racism, bigotry, hatred or physical harm;
  - 3.2.7 would harass, threaten or exploit any other person;
  - 3.2.8 contains violent or offensive subject matter;
  - 3.2.9 promotes an illegal or unauthorised copy of copyright material;
  - 3.2.10 could cause us to incur a liability to any third party or entity;
  - 3.2.11 violates the privacy or confidentiality of any person;
  - 3.2.12 involves compromising the security of any computer system or data storage system;
  - 3.2.13 contains, provides or creates computer viruses or corrupts systems, facilities or data;
  - 3.2.14 involves the sending of junk mail or unauthorised commercial electronic messages;



- 3.2.15 alters or modifies the operation of the Website in any way; or
  - 3.2.16 involves the resale or resupply of the content provided on the Website to any person without our prior written permission.
  - 3.3 You acknowledge and agree that:
    - 3.3.1 we may immediately suspend or terminate your access to the Website if you breach these Terms of Use, or we suspect on reasonable grounds that you have breached these Terms of Use or used the Website for any unacceptable purpose; and
    - 3.3.2 such immediate suspension or termination is reasonably necessary to protect the legitimate interests of our business.
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#### **4. Different types of Website users**

- 4.1 Subject to these Terms of Use, any person may access the Website via the internet without registering with or disclosing any personal information to ASDC (an **Unregistered User**).
  - 4.2 Registration on the Website may be offered by ASDC to ASDC members, ASDC candidates, students, subscribers to various ASDC services and/or ASDC sponsors (**Registered Users**). If you wish to become a Registered User, you must provide ASDC with certain true and correct information about yourself (**User Information**), as requested by ASDC on the relevant registration page on the Website. User Information requested by us may include, but is not necessarily limited to: your first name, your last name, your date of birth, your valid personal email address, and any other information that may be required. ASDC's Privacy Policy together with any provided Collection Statement applies to any personal information collected by ASDC from Registered Users of the Website.
  - 4.3 ASDC reserves the right to refuse to register a user of the Website, or revoke a Registered User's registration, where it is reasonably necessary to protect the legitimate interests of ASDC. We may be unable to register you if you fail to provide the requested information or if you provide the incorrect information. We generally try and provide you with an explanation if we have refused or revoked your registration.
  - 4.4 You must promptly notify and/or update your User Information if any of your User Information is erroneous or changes from time to time.
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#### **5. Conditions for how you use our Forums**

##### **5.1 Use of our Forums**

- 5.2 The Website may allow Registered Users to submit or post data, information, content and other materials to the Website, including through any of our associated Forums. Forums may be provided by ASDC to ASDC Members, ASDC candidates, students, subscribers to various ASDC services and/or Members of the public. You must be a Registered User of the Website before you may provide content to a Forum.
- 5.3 Content in Forums, and other parts of the Website, may involve or be presented in the form of blogs, forums, discussion groups that permit comment or the posting of messages and may only be accessible to Registered Users, or by a closed or private user group, or may be publicly available. You should regard such content as a means of public, not private, communication. You acknowledge and agree that your comments or messages will be available to other users of the community, to ASDC and (in some instances) to the general public, and you will be identified publicly by either your username or your first name and surname as the author of any contributions you make. You also acknowledge that certain material included by you as part of your profile for Forums or the Website generally will be publicly available to users of the Website, including, but not limited to, your first name,



surname and email address. If you do not want such information to be publicly available, then you should not register with the Website or the relevant Forum.

- 5.4 By accessing or posting to a Forum, you are also agreeing to any other rules of engagement or other terms applying to that Forum (which will be available via that Forum or elsewhere on the Website). If you fail to abide by these Terms of Use or any other applicable rules of engagement or other terms, or for any other reason we deem appropriate, in our sole discretion, we may immediately without notice to you suspend or terminate your account and your registration, and/or delete any content posted by you on the Website in order to protect the legitimate interests of ASDC. If we suspend or terminate your account or registration, you must not set up any further accounts, re-register or supply any further content to the Website.

## 5.5 Forum posting rules

- 5.6 Forums are intended for use by people who value good manners. Please respect others in your choice of words and thoughts that you post on the Website. You are solely responsible for (and ASDC has no responsibility to you or any third party for) the content of the postings you publish. When publishing to a Forum, you must not:

- 5.6.1 engage in any unacceptable behaviour;
- 5.6.2 repeat the same line four or more consecutive times;
- 5.6.3 type gibberish (random keys);
- 5.6.4 repeat the same character excessively;
- 5.6.5 use swear words; or
- 5.6.6 type in capital letters excessively (it is considered rude to conduct all your conversation in capital letters).

- 5.7 ASDC will use reasonable endeavours to review its Forums to ensure postings are appropriate, but will not be liable for any information displayed on Forums or other parts of the Website, whether offensive to persons or group of persons, upsetting, defamatory, in any way unsuitable for people under the age of 18 years, or otherwise, or for the accuracy of such information.

## 5.8 Ownership of posts on our Forums

- 5.9 You must not submit or post on a Forum, your profile or any other part of the Website, any material that you do not own, or that you do not have the right to submit or post.
- 5.10 If you choose to submit or post material on a Forum, your profile or any other part of the Website, you agree and warrant that:
- 5.10.1 you own or have the right to submit or post that material:
  - 5.10.2 ASDC's use or reproduction of the material does not infringe any third party's rights; and
  - 5.10.3 you have the rights to grant to ASDC the licence at paragraph 5.11 .
- 5.11 ASDC does not claim any ownership rights in your material, however, by submitting or posting material anywhere on the Website or our Forums, you are deemed to grant ASDC an irrevocable, perpetual, non-exclusive, royalty-free, transferable, sublicensable, worldwide license to download, use, modify, distribute, copy, reproduce in a material form, publish, perform or cause to be heard or seen in public, communicate to the public, make an adaptation of and enter into a commercial rental arrangement in respect of that material.
- 5.12 All material posted by you in a closed or private group is taken to be submitted on the basis that:



- 5.12.1 each user of the closed or private group is granted a perpetual, royalty-free, non-exclusive, worldwide licence to use, reproduce, publish and communicate to other users of the closed or private group such material in any form and by any means; and
- 5.12.2 ASDC is granted a perpetual, royalty-free, non-exclusive, worldwide licence to use, reproduce, publish and communicate such material to other users of that closed or private group or any other closed or private group, and to ASDC's board, employees, agents and contractors (and elsewhere provided that ASDC does not identify you as the author and provided further that in the case of groups whose existence is not known to the general public, such material will not be communicated elsewhere if the person posting the material has notified ASDC that he or she does not want the material communicated outside the closed or private groups and ASDC's board, employees, agents and contractors), in any form and by any means, and in submitting material to a closed or private group, you consent to anything being done by ASDC and by any user belonging to that or any other closed or private group, in respect of that material that could otherwise amount to an infringement of your moral rights in such material, and warrant that you have obtained such consent from all other authors of such material.

### 5.13 ASDC may make changes to Forums

- 5.14 Your right to use Forums is subject to any limitations, conditions and restrictions established by ASDC and ASDC may, at its discretion alter, suspend or discontinue any aspect of any Forums or any group at any time. ASDC may also impose limits on certain features and aspects of Forums or any group or restrict your access to parts or all of any Forum or group without notice or liability.
- 5.15 You agree that, for any material you post on the Website or any Forum, ASDC may (but has no obligation to), for any reason and at its discretion:
  - 5.15.1 edit or delete your material;
  - 5.15.2 link your material to other material, including material submitted by other users or material created by ASDC and/or other third parties;
  - 5.15.3 use your material for its business purposes, including to promote, market or advertise this Website and ASDC; and
  - 5.15.4 directly or indirectly commercially benefit from your material.

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## 6. Employment Listing Services

- 6.1 ASDC may provide an employment listing service on its Website to promote prospective volunteer, work experience or employment opportunities and programmes to ADC members (**Employment Listing Service**). You may access the Employment Listing Service without becoming a Registered User. However, a Registered User account may be required to apply for a position advertised on the Employment Listing Service or to become an organisation offering an opportunity via the Employment Listing Service.
- 6.2 The purpose of the Employment Listing Service is to connect individuals and organisations, and to explore potential opportunities for volunteer and work experience programs and employment opportunities.
- 6.3 You acknowledge and agree that any material you submit to the Website in connection with the Employment Listing Service is your own material and you must ensure all material is true and accurate and is not misleading or deceptive or likely to mislead or deceive any person.
- 6.4 ASDC is in no way responsible or liable for materials submitted by individuals or organisations using the Employment Listing Service, or the fact that, or manner in which, such material is subsequently used.



- 6.5 ASDC does not specifically endorse or recommend any of the jobs, businesses, organisations or opportunities advertised via Employment Listing Services or otherwise promoted via our Website. We strongly recommend that, prior to entering into any agreement with any of the organisations listed on the Employment Listing Service, you undertake your own due diligence to see if the opportunity is the right one for you, including to obtain your own independent legal, accounting, financial or taxation advice as appropriate.
- 6.6 ASDC gives no guarantee to you of the continued availability of any particular opportunity advertised on the Employment Listing Service. While we make reasonable commercial efforts to ensure that opportunities advertised on our Employment Listing Service are for actual vacancies, we give no guarantee to you that every advertisement represents an actual job or other vacancy.
- 6.7 Similarly, if you are an organisation using the Employment Listing Service, you acknowledge and agree that ASDC does not endorse any particular candidate who may contact you via the Employment Listing Service. It is your responsibility to carefully and diligently consider individuals and their suitability for any roles.
- 6.8 Whether you are an individual or organisation using the Listing Services you acknowledge and agree that it is solely your responsibility to evaluate the accuracy, completeness and usefulness of any information provided via the Employment Listing Services.
- 6.9 In no event will ASDC be liable to you or anyone else for any decision made or action taken by you or anyone else in reliance upon any information contained on or omitted from the Employment Listing Service or otherwise on our Website.

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## **7. You must keep your account details safe**

- 7.1 You acknowledge that the internet is an inherently insecure communication medium, and you use the Website at your own risk. You agree that we have no responsibility for any use, misuse, loss, corruption, interception or delay of information or data uploaded, downloaded, hosted or otherwise communicated via the Website.
- 7.2 You must keep all usernames, passwords and other security-based information secure and private at all times. We are entitled to assume that you are the user of the Website if your username, password or other security-based information is used to access the Website.
- 7.3 You agree to notify ASDC immediately for any unauthorised use of your usernames, passwords and other security-based information or any other breach of security.

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## **8. You must not rely on information on our Website**

- 8.1 The information on our Website is provided to you for general guidance only and must not be relied on by you or any other person as a substitute for appropriate professional and other advice tailored to your specific circumstances.
- 8.2 ASDC does not warrant anything about the reliability, accuracy, currency, completeness, timeliness, quality, physical state or suitability for any particular purpose of any material on or accessible through our Website and makes no commitment to update any material on our Website. You are responsible for assessing the accuracy, reliability, suitability and accuracy of the material on or accessible through our Website.

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## **9. Third party website links**

- 9.1 We may provide links to third parties' websites on the Website (**Linked Websites**). Unless otherwise noted on a Linked Website, Linked Websites are not reviewed, controlled or examined by us in any



way. The provision of links to the Linked Websites does not mean that ASDC or its board, officers, employees, agents or related bodies corporate endorse or recommend, or have any association with, the Linked Websites or the relevant third party goods and services.

- 9.2 You acknowledge and agree that we are not responsible for the content, availability, advertising, products, services or other materials of any Linked Websites, or any additional links contained on Linked Websites, or the conduct of any person associated with a Linked Website.
- 9.3 Linked Websites may be subject to their own terms and conditions of use and privacy policies. You acknowledge that it is your sole responsibility to review and comply with those terms and conditions, and we have no responsibility for your actions when using a Linked Website.

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## 10. Our intellectual property rights

- 10.1 The entire contents and design subsisting in, relating to or arising out of the Website and available through or in connection with the Website including but not limited to copyright, logos, trade marks, designs, text, graphics, images, video and audio clips information, applications and other files, and their selection and arrangement, including our Website Content (**our IP**) are the intellectual property of us, our content providers or our licensors, with all rights reserved.
- 10.2 You must not do anything, or omit to do anything, which may infringe our intellectual property rights, except with our express written permission. You must not reproduce, frame, transmit (including broadcast), adapt, modify, link to or otherwise use any of our IP, including audio and video excerpts, except as expressly permitted by statute or with our prior written consent.
- 10.3 None of our IP may be modified, 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 Website.
- 10.4 You may view this Website and its contents using your web browser and save an electronic copy, or print out a copy, of parts of this website solely for your own information, research or study, but only if you:
- 10.4.1 do not modify the copy from how it appears unless expressly authorised by us and then only in accordance with these Terms of Use; and
  - 10.4.2 include the copyright notice “© Australian Society of Dermal Clinicians Inc. ABN 20 239 508 647” on the copy.
- 10.5 When you send us any feedback or suggestions in relation to the Website, you agree that we can use any ideas, concepts, or techniques contained in the feedback or suggestions.
- 10.6 The ASDC logo and name are the trademarks of ASDC, and must not be used as part of your business or in connection with any goods or services without the prior written consent of ASDC.

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## 11. Your statutory rights and consumer guarantee

- 11.1 Nothing in these Terms of Use is intended to exclude, restrict or modify any rights that you may have under the *Competition and Consumer Act 2010* (Cth) or any applicable legislation which may not be excluded, restricted or modified by agreement (**Statutory Rights**).
- 11.2 If any consumer guarantees under the *Competition and Consumer Act 2010* (Cth) (**Consumer Guarantee**) apply to any goods or services provided by ASDC under these Terms of Use, then, subject to clause 11.1, ASDC’s liability for a breach of such Consumer Guarantee, including any economic or consequential loss which you may sustain may be limited, at the option of ASDC, to:



- 11.2.1 in the case of services, the supply of the services again, or the payment of having the services resupplied; and
- 11.2.2 in the case of goods, the replacement or repair of the goods, the supply of equivalent goods, or the payment of the costs of replacing or repairing the goods or acquiring equivalent goods.

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## 12. Limitation of liability and indemnity by you

- 12.1 Without limiting any other provisions of these Terms of Use and subject always to your Statutory Rights, we will not in any way be liable to you for any kind of loss or damage incurred as a result of your use of the Website including without limitation any viruses or other malicious software that may affect you while using the Website or for any faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any communications made using the Website.
- 12.2 Subject to clause 11 and to the maximum extent permitted by law, neither ASDC nor any of its officers, board, employees, agents or related bodies corporate shall be liable under or in relation to these Terms of Use, or their subject matter, for any loss or damage, howsoever caused, including without limitation, losses or damages for loss of profits, business interruption, loss of information, indirect, special, punitive or consequential losses or damages arising out of the use or inability to use the material or information available on or accessible through the Website, even if ASDC has been advised of the likelihood of such damages.
- 12.3 If, notwithstanding the clause 11, 12.1 and 12.2, ASDC is liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, under or in connection with these Terms of Use or your use of this Website then, subject always to your Statutory Rights, our liability is limited in aggregate to \$500.
- 12.4 You are responsible and accountable for your use of our Website and, subject to applicable law, you agree to indemnify, defend, and hold harmless ASDC, and its officers, directors, shareholders, employees, consultants, agents, and related bodies corporate against any and all losses, claims, liability, damages, and costs (including, but not limited to, reasonable lawyers' fees) arising from your use of the Website or your failure to comply with these Terms of Use, or from your violation of any applicable laws or rights or any third party. Your liability under this clause is reduced to the extent that ASDC (or one of our officers, employees and representatives), directly contributed to the loss.

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## 13. General matters

- 13.1 **Circumstances outside our control:** 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 Website, the Website 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. including without limitation any form of technological failure or the actions of third parties.
- 13.2 **Entire agreement:** These Terms of Use (including the Privacy Policy and any applicable Sale Terms), together with any additional rules of engagement or other terms set out on the Website from time to time, constitute the entire agreement between you and ASDC with respect to the Website, and replace all prior or contemporaneous understandings or agreements, written or oral, regarding the Website.
- 13.3 **Invalidity:** If any provision of these Terms of Use is held to be illegal, void, invalid or unenforceable under the applicable laws of any jurisdiction, the legality, validity and enforceability of the remainder of these Terms of Use in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of these Terms of Use in any other jurisdiction shall not be affected.
- 13.4 **No Waiver:** No failure to exercise nor any delay in exercising by ASDC 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.

- 13.5 **Assignment:** You must not assign, transfer, sub-contract or otherwise dispose of any or all of your rights or obligations under these Terms of Use. ASDC may assign, transfer, sub-contract or otherwise dispose of any or all of its rights or obligations under these Terms of Use.
- 13.6 **Governing law:** These Terms of Use shall be governed by, and construed in accordance with, the laws of Victoria, Australia. You are deemed to submit to the non-exclusive jurisdiction of the courts of Victoria, Australia for any cause of action relating to or arising under these Terms of Use.
- 13.7 **Location of operation:** ASDC operates the Website in Australia. Information contained on the Website may not be appropriate or available for use in other locations. If you access the Website from other locations, you do so at your own initiative and you are solely responsible for compliance with local laws.

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#### 14. Our contact details

Please contact us if you have any queries about our Terms of Use or any queries or concerns about this Website or the Website Content. Our contact details are set out below.

**Mail:** PO Box 9206 South Yarra 3141 Enquiries Officer NA

**Email:** [info@dermalclinicians.com.au](mailto:info@dermalclinicians.com.au)

**Telephone:** NA