



SLASAnet Terms of Service

Our Mission

To support and advocate for school libraries and school library staff.

To ensure every school learner has access to a well-resourced library with qualified staff.

Our Vision

SLASA continues to:

- be a strong advocate for school libraries and their importance to contemporary learning, and
- provide a dynamic professional community for school library staff including access to high quality professional learning, resources and informed research

The School Library of South Australia (SLASA) provides a service called SLASAnet that connects library staff in South Australia.

SLASAnet is an open forum for issues affecting school libraries and an information network for events and activities of interest to members. It is intended to foster a collegiate sharing of ideas, resources or information.

These Terms of Service govern your use of SLASAnet, and supply of any of our services to you through use of SLASAnet.

By browsing, accessing or using the SLASA website and signing up to SLASAnet you agree to be bound by these Terms of Service.

These Terms of Service govern your access to and use of this Site.

If you find any content that you believe violates these Terms of Service, please contact us at www.slasa.asn.au.

Use of SLASAnet

As a condition of your use of our Site, you warrant that:

- you will only use SLASAnet in accordance with these Terms of Service and any applicable law;
- you are legally capable of entering into this agreement;
- you will not (or attempt to):
 - interfere (or attempt to interfere) or disrupt (or attempt to disrupt) SLASAnet or the servers or networks that host SLASAnet;
 - use (or attempt to use) data mining, robots, screen scraping or similar data gathering and extraction tools on SLASAnet; or
 - interfere (or attempt to interfere) with security-related or other features of SLASAnet.
- all information you supply to us is true, accurate, current and complete;
- you are solely responsible for the activity that occurs on your Account (if any);
- you will keep your Account password secure, and will supervise and be completely responsible for any use of your Account; and
- you will not link to our website or any part of our website in a way that damages or takes advantage of our reputation, including but not limited to in a way to suggest



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or imply that you have any kind of association and affiliation with SLASA, or approval and endorsement from SLASA that you do not have.

Change to Terms

You agree that SLASA may update these Terms of Service at any time, by giving you notice by emailing you at the address you provide in your Account. You agree to keep your contact information up-to-date, and understand that we will have no way of notifying you if your contact information is not current.

Your continued use of SLASAnet after we update these Terms of Service will signify your agreement to and acceptance of those changes, with effect from that date.

Security

You alone are responsible for your use of SLASAnet and protection of your Login. You are also responsible for all activities that occur in connection with your Account. If you suspect that your Login or Account are no longer secure you agree to:

- notify us immediately of any unauthorised use of your Account; and
- change your password.

Suspension

We may suspend, and without prior notice to you, your Account or access to SLASAnet for any reason whatsoever, including without limitation, if:

- there is a malfunction, fault or breakdown of any equipment we use, or any repairs, maintenance or services are required;
- we are required to do so by law;
- an event of Exceptional Circumstance occurs, which affects or may affect our ability to provide SLASAnet and any related services;
- for engaging in prohibited conduct;
- if someone claims that SLASAnet infringes their Intellectual Property Rights;
- if someone makes a Claim that exposes us to Liability; or
- if we determine or suspect that you have breached this agreement.

A suspension for any of these reasons will not affect any right which accrues prior to, or after, suspension of our obligations under these Terms of Service.

Fraud; suspicious activity

If we detect actual or suspected fraudulent or abusive or illegal activity in connection with your Account, we may take any of the following actions as we determine are reasonable in the circumstances:

- suspend or deactivate your Account;
- notify any affected persons or third parties;
- refer fraudulent or abusive or illegal activity to the relevant authorities.; and
- take any legal action we deem necessary and you may be Liable for any Loss we incur, including litigation costs and damages.

If you wish to contest the suspension or deactivation of your Account, please contact us.



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Downtime and limitations

You agree that:

- SLASAnet will not be available at all times and without disruption;
- access to SLASAnet may occasionally be limited due to Scheduled Maintenance;
- access to SLASAnet is reliant upon various factors outside our control, including events of Exceptional Circumstance, your internet service provider, telecommunications provider or equipment used to access SLASAnet;
- although we will use reasonable endeavours to ensure you have continuous access to SLASAnet, we are not be Liable to you or any other person for any Claim or to any other extent for Loss or damage caused by such factors; and
- you will have no Claim against us in respect of loss of access or functionality to SLASAnet.

Your conduct and obligations

You agree to comply with these Terms of Service, and the particular obligations imposed on your use of SLASAnet.

You must not:

- post or send any material, content or comments, or do anything which is unlawful, offensive, abusive, indecent, defamatory, vulgar, derogatory, inappropriate or menacing, or in breach of any rights of others;
- cause annoyance, inconvenience or needless anxiety to others;
- post commercial advertisements or promotional material; or
- collect information (including information about other users) for purposes outside these Terms of Use. In particular, you must not harvest information from SLASAnet for commercial purposes without our prior consent.

We reserve our rights to delete any of your post(s), content or any comment(s), and suspend your access or immediately terminate your account if, in our sole opinion, you breach your obligations under these Terms of Service.

Links to third party websites

For your convenience, SLASAnet may provide links or references to external websites or applications. We do not control or endorse those external websites or applications, and are not responsible or Liable for the accuracy, legality, or any other aspect of the content of such websites or for any damage or injury arising in connection with your access to such websites.

You must not:

- post or send any material, content or comments, or do anything which is unlawful, offensive, abusive, indecent, defamatory, vulgar, derogatory, inappropriate or menacing, or in breach of any rights of others;
- cause annoyance, inconvenience or needless anxiety to others;
- post commercial advertisements or promotional material; or
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Responsibility for Contributions

If you place comments or ideas on SLASAnet, post material to SLASAnet, post links on SLASAnet, or otherwise make (or allow any third party to make) material available by means of SLASAnet, you are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software.

By making Content available, you represent and warrant that:

- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through any required terms to anyone else who accesses the Content;
- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not pornographic, libelous or defamatory (more info on what that means), does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;

Fees; Charges

We do not charge you any fees for using SLASAnet itself, or to register an Account.

Privacy Policy

We maintain a Privacy Policy that sets out how we handle your personal information. You should read our Privacy Policy.

By accepting these Terms, you will be taken to have read our Privacy Policy.

Protection of your personal information

We acknowledge the importance of protecting personal information and we take reasonable steps, to ensure that any personal information is used by third parties securely and in accordance with our Privacy Policy.



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Disclaimer and our limitation of Liability

You acknowledge and agree that SLASAnet contains general information and may include material from many different sources. We make no representation and do not warrant that the information provided is complete, accurate or current.

The information accessible via SLASAnet is not a replacement for professional advice, and does not take into account your specific circumstances.

You acknowledge and agree that, despite all reasonable precautions on our part, we, our committee members, employees, contractors or other representatives will have no Liability to you or anyone else for Loss or damage of any kind (howsoever caused or arising) relating in any way to SLASAnet, to the extent permitted by law, including but not limited to Loss or damage you may suffer as a result of:

- any errors, mistakes or inaccuracies on SLASAnet;
- you acting or failing to act on any information contained on or referred to on SLASAnet and / or any third party websites;
- personal injury, death or property damage of any kind resulting from your access or use of SLASAnet;
- any fraud;
- any unauthorised access to or use of SLASAnet's secure servers;
- any interruption or cessation of transmission to or from SLASAnet;
- any bugs, viruses, trojan horses or other harmful code or communications which may be transmitted to or through SLASAnet to any third party; and / or
- the quality or fitness for any purpose of any third party websites,
- and you acknowledge that the existence or occurrence of any of the events will not be a breach of this agreement.

Indemnity

You agree to indemnify us and our agents from all Claims, Liabilities and expenses (including legal fees) that arise from:

- your breach of these Terms of Service;
- your breach of any obligation imposed on you or any warranty you have provided to us;
- your breach of any applicable law or third party rights;
- your use (including misuse) of SLASAnet.

We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

Severability

If any of these terms and conditions, or any part of a particular term or condition, is or are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions, or the remaining part of a particular term or condition as the case may be, shall nevertheless continue in full force.



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Variation

An amendment or variation to these Terms of Service is effective from the date it is published on SLASAnet or the SLASA website.

Waiver

If we waive any rights available to us under these Terms of Service on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

Whole agreement

This agreement is the entire agreement and understanding between the parties relating to the subject matter of these Terms of Service.

Privacy Policy

This policy explains our management of personal information, including:

- the types of personal information that we may collect and hold;
- how we collect and hold, and the purposes for which we collect, hold and use this information; and
- how that information is used and disclosed, and with whom the information is shared, including details of overseas disclosures.

It also sets out how you can contact us if you wish to access your personal information, have any queries or concerns about our collection, use or disclosure of personal information, or if you believe we have not complied with this Privacy Policy.

Your acknowledgement and consent

By using SLASAnet, or otherwise providing your personal information to us directly, or through others, or by giving your consent to the terms of this Privacy Policy, you acknowledge that we may collect, use, and disclose that information in accordance with this Privacy Policy, the Privacy Act and other applicable privacy laws.

Why do we collect personal information?

We collect personal information for a number of purposes connected with our activities and operations, including to develop, provide, analyse and improve our products and services, for verification purposes, to understand and meet the needs and requests of individuals and organisations we engage with and to meet our legal obligations.

What personal information do we collect and how do we collect it?

The type of personal information we collect may include contact information (such as name, email address, postal address, mobile number, company information), user information (such as comments, preferences, feedback, device identifiers), and other usage data (Analytics).



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We collect personal information in a number of ways. For example, we will collect your personal information if you:

- create an account with us,
- submit an enquiry,
- respond to a promotion by submitting your details,
- participate in a survey or competition, or otherwise engage with SLASA.

Personal information may be collected by way of:

- emails,
- forms filled out by individuals (including via online forms),
- feedback,
- enquiries,
- support requests,
- online user-generated content.

Analytics and Cookies

SLASA uses web analytics provided by third party service providers such as Google Analytics. These services use cookies to assist us in understanding how visitors access and utilise SLASAnet.

A 'cookie' is a small file which contains a piece of text identifying your browser to our site.

You can opt-out of SLASA's use of cookies in your browser at any time by setting your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies, please note that some parts of SLASAnet may then be inaccessible or not function properly.

You can manage how your browser and mobile device use data by adjusting your privacy and security settings in your browser and mobile device.

How might SLASA use and disclose your personal information?

SLASA may use and disclose your personal information for the purposes described in this Privacy Policy, for related purposes which would reasonably be expected, or for purposes to which you have consented, and in other circumstances authorised by the Privacy Act or otherwise required or authorised by law.

Generally, SLASA may use and disclose your personal information for a range of purposes, including to:

- respond to your queries or feedback or provide customer service support;
- authenticate users to enable access to SLASA's systems.

Disclosure of personal information to other parties

SLASA may disclose your personal information to third parties such as IT support, and government, statutory or regulatory bodies. We do not sell or licence your personal information to third parties.



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SLASA Contact Information

E-mail

Office: slasa@slasa.asn.au

Call Us

Office: (08) 8332 2845 (option 4)

Mon, Tue, Thu 9am-4pm

Website: www.slasa.asn.au

Adapted from the following:

Australian Association of Collaborative Professionals (2018) *Terms of Use*, Australian Association of Collaborative Professionals, accessed 23 July 2023.
<https://www.collaborativeaustralia.com.au/terms-of-use/>

Australian Competition and Consumer Commission (n.d.) *Terms of Use*, Australian Competition and Consumer Commission, accessed 23 July 2023.
https://consultation.accc.gov.au/terms_and_conditions/

Standards Australia (2023) *Privacy Policy*, Standards Australia, accessed 23 July 2023. <https://www.standards.org.au/privacy-policy>