

Terms and Conditions of use

Welcome to the sica.org.pg website owned and operated by the Society of Indian Chartered Accountants Inc. (the Society). Access to this Site is conditional on acceptance of these Terms and Conditions. Use of this Site indicates your acceptance of these Terms and Conditions. Please read them carefully before using the Site.

If you are under the age of 18, you acknowledge that despite being a minor you fully understand the content of these Terms and Conditions and that you have the understanding necessary to use the Site.

General terms and conditions

1 Access

- a In order to use this Site, you need the equipment and connections necessary to access the World Wide Web and you are responsible for those.
- b The Society reserves the right to deny you access to, or use of, all or part of the Site, without prior notice, in its sole discretion:

2 System Integrity & User Conduct

- a You must not use the Site to:
 - i impersonate or otherwise misrepresent your identity or affiliation with any other person or entity;
 - ii post, disclose or transmit any material that is defamatory, obscene, misleading or deceptive, or which infringes the Society's or any third party's intellectual property or breaches any duty of confidence or contractual obligation owed to the Society or any third party;
 - iii send junk, obscene, indecent, offensive or threatening electronic mail or "spam" to any person or company;
 - iv falsify or delete any attributions, legends, or other proprietary designations of origin or source of any content of the Site;
 - v conduct, display, or forward surveys, contests, pyramid schemes, or chain letters;
 - vi interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site;
 - vii attempt to gain unauthorised access to the Site or computer systems or networks connected to the Site through any means;
 - viii send or upload any material that contains viruses, worms, trojan horses, time bombs, cancelbots or other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
 - ix commit forgery (or attempted forgery), harass any individual, or harm minors in any way;
 - x vilify, insult or humiliate any person on basis of race, religion, ethnicity, gender, age, sex or orientation of any physical or mental disability
 - xi promote or advertise, goods or services, websites, schemes or other matters
 - xii collect, store, post, disclose or transmit personal information or data about others, including, without limitation, membership information and email addresses; or
 - xiii breach the national privacy principles, or contravene or breach any applicable state or international law, convention or regulation.

- b You are responsible for maintaining the confidentiality and security of any passwords and/or identification or login information for the Site. You agree to notify the Society immediately of any unauthorised use of your password or any other breach of security.

3 Privacy & Security Statement

- a The Society's Privacy and Security Statement forms part of these Terms and Conditions.

4 Postings

- a Members Area, is provided by the Society to Society's members and subscribers to various Society services.
- b Content in Members Area may contain blogs, forums, discussion groups, (groups may consist of being open, closed or private) that permit comment or the posting of messages and are only accessible to persons who are registered to the Site. You should still regard the content on Members Area as a means of public, not private, communication, as your comments or messages will be available to other users of the community or to the Society, and you will be identified publicly by either your username or your first name and surname (depending upon the applicable part of Members Area) as the author of any contributions you make to Members Area.
- c You must be a registered user of the Site before you may provide content to Members Area. The Society reserves the right to refuse to register a user of the Site for any reason. The Society's Privacy Policy applies to any personal information collected by the Society from registered users of the Site.
- d Members Area is intended for use by people who value good manners. Please respect others in your choice of words and thoughts that you post on the Site. You are solely responsible for the content of the postings you publish.
- e You expressly acknowledge and agree that the forums, blogs, discussion groups and other areas on Members Area that permit comment or the posting of messages provide a means of public, not private, communication. You will be identified publicly by either your username or your first name and surname (depending upon the applicable part of Members Area) as the author of any contributions you make to Members Area.
- f The Society will take all care to ensure postings are appropriate, but will not be liable for any information displayed on Members Area, including, but not limited to, content published in blogs, forums and groups (open, closed or private) 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.
- g All material posted by you on Members Area including, but not limited to, in blogs, forums and open groups and your membership information section, will be taken to be submitted for publication to the Society on Members Area and elsewhere free of charge. The Society and each user of Members Area is granted a perpetual, royalty-free, non-exclusive, worldwide licence to use, reproduce, publish and communicate to the public such material in any form and by any means. In submitting material to Members Area, you consent to anything being done by the Society or any user of this Site in respect of such 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.
- h Certain material posted by you in your Members Area section of the Site will be publicly available to users of the Site, 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 Site.

- i Your right to use Members Area is subject to any limitations, conditions and restrictions established by the Society and the Society may, at its discretion alter, suspend or discontinue any aspect of Members Area or any group at any time. The Society may also impose limits on certain features and aspects of Members Area or any group or restrict your access to parts or all of Members Area or any group without notice or liability.
- j The Society reserves the right to edit or delete any material posted by you on Members Area for any reason at its discretion.

5 Links & Advertising

- a This Site may contain links to third party websites. Those sites are not under the control of the Society and the Society is not responsible for the content or the links contained in those sites. Neither the Society nor its officers, employees, agents, or related body corporates recommend or endorse the content of any third party sites which may be linked to or from the Site, or products or services of any third party organisations mentioned or described on this Site or linked to or from this Site. You acknowledge that you enter any third party websites at your own risk.
- b The Site may contain advertisements for third parties' goods and/or services. The third party advertisers are responsible for the accuracy of all representations made in those advertisements. Neither the Society nor its officers, employees, agents or related body corporates recommend or endorse the goods or services that may be advertised on the Site, nor do they offer the goods or services for sale or make any other representation whatsoever about them. If you choose to order a product or service advertised by a third party on the Site, you do so at your own risk.

6 Disclaimer of Warranties & Limitation of Liability

- a. This Site is provided by the Society on an "as is" basis without any express or implied warranty of any kind;
- b. The World Wide Web exists across open public networks that are neither secure nor private. Accordingly, you acknowledge and accept the risk that any communication to or from the Site may be intercepted, used or modified by third parties;
- c. The Society does not warrant that access to or use of this Site will be uninterrupted or error free or that the Site or any material on or accessible through the Site is free from errors or viruses, worms, trojan horses, time bomb, cancelbot or other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- d. The Society does not warrant anything about the reliability, accuracy, completeness, timeliness, suitability, quality, physical state or for a particular purpose of any material on or accessible through the Site;
- e. The Society may change any of the material on the Site at any time without notice;
- f. The Society makes no commitment to update any material on the Site;
- g. You are responsible for assessing the accuracy, reliability, suitability and accuracy of the material on or accessible through the Site;
- h. You accept all risks and responsibility for all loss, damage, costs and other consequences resulting from using the Site or the material on or accessible through the Site;

- i. Neither the Society nor any of its officers, employees, agents or related bodies corporate shall be liable for any loss or damage 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 Site, even if the Society has been advised of the likelihood of such damages.
- j. Where the laws of any country or state in which these terms and conditions are effective implies into, or expressly includes in, these terms and conditions any term, condition, guarantee or warranty, and those laws avoid or prohibit provisions in a contract excluding or modifying them, then the term, condition, guarantee or warranty shall be deemed to be included in these terms and conditions provided that the liability of the Society, its officers, employees, agents and related body corporates for a breach of any such term, condition, guarantee or warranty, including any economic or consequential loss which you may sustain shall be limited, at the option of the Society, to:
 - i in the case of services, the supply of the services again, or the payment of having the services resupplied and
 - ii 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.

7 Indemnification

- a You agree to indemnify, defend, and hold harmless the Society, and its officers, members, employees, consultants, agents, and related body corporates from any and all third-party claims, liability, damages, and costs (including, but not limited to, reasonable lawyers' fees) arising from your use of the Site or your failure to comply with these terms and conditions, or from your violation of any applicable law.

8 Intellectual Property Rights

- a The information, text materials, graphics, logos, button icons, images, video and audio clips, trade marks (whether registered or not), advertisements, layout, arrangement, graphical user interface, look and feel, and control features of the Site (the "Content") is protected by copyright, trade mark and other intellectual property laws.
- b You must not modify, copy, reproduce, republish, frame, upload to a third party, transmit or distribute in any way the Content except as expressly provided in these Terms and Conditions or as permitted by the relevant law.
- c The Society logo and name are the trademarks of the Society, and may not be used as part of your business or in connection with any goods or services without the prior written consent of the Society.

9 General

- a The Society may from time to time amend, update, or change the Site, including these Terms and Conditions, without prior notice.
- b The Society shall not be liable by reason of the failure in the performance of obligations under the Terms and Conditions by reason of strikes, riots, fire, explosion, acts of God, governmental action, or any other cause which is beyond the reasonable control of the Society, including any form of technological failure or the actions of third parties.
- c These Terms and Conditions constitute the entire agreement between you and the Society with respect to this Site, and the Terms and Conditions

- replace all prior or contemporaneous understandings or agreements, written or oral, regarding the Site.
- d If any provision of these Terms and Conditions is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and will be deemed deleted to the extent that it is not enforceable, and the remaining provisions of the Terms and Conditions shall remain in full force and effect.
 - e The failure by the Society to insist upon or enforce strict performance of any of these Terms and Conditions will not be construed as a waiver of any right or remedy of the Institute in respect of any existing or subsequent breach of these Terms and Conditions.
 - f The laws of the Independent State of Papua New Guinea governs these Terms and Conditions. You hereby consent and submit to the non-exclusive jurisdiction and venue of the Courts of Papua New Guinea for any cause of action relating to or arising under these Terms and Conditions.
 - g The Society operates the Site in Papua New Guinea. Information contained on the Site may not be appropriate or available for use in other locations. If you access the Site from other locations, you do so at your own initiative and you are solely responsible for compliance with local laws.

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