



PRIVACY POLICY – accepted 30/6/23, next review 30/6/24

ME/CFS South Australia Inc is committed to providing quality services. This policy outlines our ongoing obligations in respect of how we manage all Personal Information.

We abide by the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Commonwealth). The APPs govern the way in which we collect, use, disclose, store, secure and dispose of Personal Information.

A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Australian Information Commissioner as www.aoic.gov.au.

What is Personal Information and why do we collect it?

Personal Information is information or an opinion that identifies an individual. Examples of Personal Information we collect include: names, addresses, email addresses and phone numbers.

This Personal Information is obtained in many ways including membership application/renewal forms, correspondence, and by telephone or email.

We collect your Personal Information for the primary purpose of providing our services to you. We may also use your Personal Information for secondary purposes related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure. This Personal Information will not be used for marketing.

When we collect Personal Information we will, where appropriate and where possible, explain to you why we are collecting the information and how it will be used.

Sensitive Information

Sensitive information is defined in the Privacy Act to include information or an opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

Sensitive information will be used by us only:

- For the primary purpose for which it was obtained
- For secondary purpose that is directly related to the primary purpose
- With your consent or where required or authorised by law.

Third Parties

Where reasonable and practicable to do so, we will collect your Personal Information only from you. However, in some circumstances we may be provided with information by third parties. In such a case we will take reasonable steps to ensure that you are made aware of the information provided to us by a third party.

Disclosure of Personal Information

Your Personal Information may be disclosed in the following circumstances:

- Third parties where you consent to the use or disclosure
- Where required or authorised by law.

Security of Personal Information

Your Personal Information will be stored in a manner that reasonably protects it from misuse, loss, unauthorised access, modification or disclosure.

When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information. However, most of the Personal Information is required to be stored in client files which will be kept by us for a minimum of 2 years.

Access to your Personal Information

You may access the Personal Information we hold about you to update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing.

ME/CFS South Australia will not charge any fee for your request.

In order to protect your Personal Information, we will require identification from you before releasing the requested information.

Maintaining the Quality of your Personal Information

It is important to us that your Personal Information is kept up to date. We will take reasonable steps to make sure that your Personal Information is accurate, complete and up-to-date. If you find that the information we have is not up-to-date or is inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.

Policy Updates

This Policy may change due to updates in requirements but at all times is available on our website.

Privacy Policy Complaints and Enquiries

If you have any queries or complaints about our Privacy Policy, please contact us at:

PO Box 322, Modbury North 5092

contact@mecfssa.org.au

1800 399 128



TERMS OF USE Accepted: 10/07/2024 next review: 30/6/2026

1. **TERMS OF USE**

- 1.1 ME/CFS South Australia Inc (ABN 14 535 639 334) ("**us**", "**we**" or "**our**") owns, operates and controls the website located at <https://mecfssa.org.au> (the "**Website**").
- 1.2 A reference to "**you**" or "**your**" in these Terms of Use is a reference to any person accessing or using the Website.
- 1.3 By accessing and using the Website, you agree to these Terms of Use.
- 1.4 We reserve the right to make changes to these Terms of Use from time to time at our discretion. Amendments will be effective immediately upon notification on the Website. Your continued use of the Website following any such changes will represent your agreement to be bound by the Terms of Use as amended.
- 1.5 References to "Website" in these Terms of Use include any current or future version of the Website.

2. **ACCESS TO AND USE OF THE WEBSITE**

- 2.1 From time to time, we may (at our discretion) (i) restrict access to some or all parts of the Website, or (ii) withdraw or amend the information or content on the Website, including but not limited to images, text, design, sound and video files, logos, documents, and downloadable content on the Website (together the "**Information**"). We will not be liable if for any reason the Website is unavailable at any time or for any period.
- 2.2 Unless stated otherwise, you are permitted to use and/or reproduce the Information for educational purposes, provided that:
 - 2.2.1 the Information is used in a personal, non-commercial setting;
 - 2.2.2 the Information is not altered;
 - 2.2.3 you do not remove any copyright and/or trademark notices contained in the Information; and
 - 2.2.4 an acknowledgment of ME/CFS South Australia Inc is prominently displayed in connection with the Information.
- 2.3 You must not use the Website for any illegal, fraudulent, harmful, or malicious purpose. You must not hack into any aspect of the Website, corrupt data, cause annoyance to other users, infringe upon the right of any other person's proprietary right, use the Website to commit or encourage a criminal offence, send any unsolicited advertising or promotional material, or attempt to affect the performance or functionality of any



computer facilities accessed through the Website. Breaching this clause 2.2 may constitute a criminal offence and we reserve our rights to report any such breach to relevant law enforcement authorities.

3. **INFORMATION ON WEBSITE NOT MEDICAL ADVICE; DISCLAIMER OF LIABILITY**

3.1 ***The Information on the Website does not constitute medical or professional services advice and is provided for general educational and informational purposes only.***

3.2 The Information does not take into account any individual personal circumstances and should not be used as a substitute for advice from a qualified healthcare professional. Individuals must consult their healthcare professional(s) about individual medical conditions and must not use the Website to treat or diagnose your own or another person's medical condition.

3.3 If you are a healthcare professional, any diagnosis and/or treatment decisions should be made (i) based on your professional investigations and opinions, (ii) using your own professional skill and judgement, and (iii) in compliance with all applicable laws, regulations and codes of practice. You should not construe any of the Information as an endorsement by us of any strategy, recommendation, treatment, action, or application of medication.

3.4 While we make every attempt to ensure the Information is accurate, current and complete, you should consider the Information carefully and use the Information at your own risk. Information on past, current or future research or potential treatment relating to Myalgic Encephalomyelitis/Chronic Fatigue Syndrome is continuously subject to change and the Information is provided solely on an "as is" and "as available" basis. Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on the Website is provided without any guarantees, conditions, or warranties as to its accuracy.

3.5 To the full extent permitted by law, we will not be liable for any losses, injuries, claims, liabilities, damages or expenses arising from your use of or reliance on the Information or any error or omission on the Website.

3.6 If you breach any of these Terms of Use or if you misuse the Website, you agree to defend, indemnify and hold harmless us and our representatives from any and all loss and liability including costs and expenses that arise out of or are related to your breach or misuse.

3.7 Nothing in these Terms of Use excludes, limits or modifies your rights under Australian Consumer Law.

4. **MEMBERSHIP**

4.1 We offer access to a members only area of the Website (the "**Member Resources**"). When you become a member with us, you will be granted access to the Member Resources.

4.2 By using the Website to apply to become a member and purchase a membership, you agree to be bound by the terms and conditions set out in this clause 4.

4.3 **Registration**

4.3.1 You may apply to become a member by completing the membership form available at <https://43660467.hs-sites.com/membership-sign-up>.

4.3.2 You agree that we may accept, reject or request further information in respect of any applications for membership at our sole discretion. We are not required to provide a reason for our decision regarding your membership application. We will notify you upon successful application of your membership (such date being the "**Membership Commencement Date**").

4.3.3 Upon application for membership or as otherwise reasonably requested by us from time to time, you shall provide us with information or documentation, which may include personal information such as your name, email address, telephone number, credit or debit card information and address. You must ensure that all personal information you provide to us through your membership account is accurate, current and truthful and you agree to update your personal information if it changes.

4.4 **Membership Fee and Membership Term**

4.4.1 The membership fee for access to the Member Resources is five Australian dollars (\$5) annually, including GST ("**Membership Fee**").

4.4.2 The Membership Fee is due on 1 July of each year and is payable through the designated payment portal on the Website. Please note that transaction fees may apply in connection with payment of the Membership Fee.

4.4.3 You warrant that you are authorised to use any credit or debit card used by you in connection with payment of the Membership Fee.

4.4.4 Subject to clause 4.4.5 below, the term of your membership shall commence on the Membership Commencement Date and automatically expire on 30 June thereafter, unless renewed in accordance with clause 4.4.6 (in which case the term shall be extended until the following 30 June) ("**Membership Term**").

4.4.5 For any Membership Commencement Date which occurs on or after 1 April of any given year, the expiry of the Membership Term will roll over to 30 June of the following year.

4.4.6 If you wish to renew your membership and continue accessing the Member Resources, you must pay the annual Membership Fee on 1 July each year via the designated payment portal on the Website.

4.5 **Cancellation**

- 4.5.1 You may cancel your membership at any time by sending a written notice to contact@mecfssa.org.au or PO Box 322, Modbury North, South Australia 5092.
- 4.5.2 To the extent permitted by applicable law including the Australian Consumer Law, no refunds are payable for any Membership Fees already paid, including in connection with any partial membership period and/or unused Member Resources.
- 4.5.3 Any cancellation or expiration of your membership shall take effect at the end of the relevant Membership Term, and you will forfeit all rights and privileges of membership (including the licence to the Member Resources granted under clause 4.6.2) from such date.

4.6 **Terms of membership**

- 4.6.1 By becoming a member, you agree to uphold and abide by the ME/CFS South Australia Inc Constitution (the "**Constitution**").
- 4.6.2 All content provided in the Member Resources is protected by copyright which belongs to either us or the original author of the content. We grant to you a non-exclusive, non-sublicensable licence to access the Member Resources.
- 4.6.3 Permission to view any content in the Member Resources has been given only to members and no content in part or in entirety is to be shared or stored by any means with any non-member.
- 4.6.4 You will use your best efforts to prevent any unauthorised access to the Member Resources.
- 4.6.5 You may not transfer your membership to any other person.
- 4.6.6 You can manage your membership at any time by contacting us at contact@mecfssa.org.au.

4.7 **Discontinuation of membership**

- 4.7.1 Subject to giving a member an opportunity to be heard or to make a written submission in accordance with the Constitution, we reserve the right to discontinue or terminate your membership upon a charge of misconduct (under the Constitution) detrimental to our interests or upon a breach of these Terms of Use.
- 4.7.2 If your Membership Fee is outstanding for more than six months after the due date, you shall cease to be a member of ME/CFS SA.
- 4.7.3 A person whose membership is discontinued or terminated shall be liable for any outstanding Membership Fees or other monies due or payable to us, and for return of any of our property in that member's possession at the time of such discontinuation.

4.8 We reserve the right to amend the Membership Fees and/or terms and conditions of your membership upon providing reasonable notice to you. Any such amendments shall take effect from the next renewal cycle of the Membership Term following the notice.

5. **LINKING TO THE WEBSITE; THIRD PARTY WEBSITES**

5.1 You may provide or establish links to the Website, so long as such links (i) are compliant with all applicable laws (ii) do not damage our reputation, and (iii) do not suggest any form of association, approval or endorsement by us where none exists.

5.2 The Website may contain links to other websites which are owned, operated and controlled by third parties ("**Third Party Website**"). We assume no responsibility for the content, practices or availability of any Third Party Website or for any loss or damage that may arise from your use of or reliance on Third Party Websites. We will not be liable for any information, products or services that are published on or may be accessible from Third Party Website and any links to Third Party Websites should not be interpreted as our association with, or endorsement or recommendation of those Website or their content. You are responsible for reading the terms and conditions and privacy policies of any Third Party Websites you visit.

6. **INTELLECTUAL PROPERTY**

6.1 All Information made available on the Website is the property of us and the Website's creators. We reserve all intellectual property rights in connection with the Information and/or Website.

6.2 Except for as provided by clause 2.2 above, you are not permitted to publish, manipulate, distribute, or otherwise reproduce, in any format, any of the Information without our prior written consent.

7. **PRIVACY**

Our privacy policy, which forms part of these Terms of Use, is available at <https://mecfssa.org.au/docs/MECFSSA-Governance/Policies/Privacy-Policy.pdf> and provides further information on how we collect, use, hold and disclose personal information, how to request access to and correction of your personal information, how to complain if you believe we have mishandled your personal information and how we will handle your complaint.

7.1 The Website uses various technologies, such as cookies, to ensure you get the best experience on the Website, personalise Information, provide social media features and analyse our traffic. By browsing our website, you consent to our use of cookies. You can configure your browser or device to reject and delete cookies. If you choose to do so, this may limit the functionality of some parts of the Website. For more information, please refer to our privacy policy available at <https://mecfssa.org.au/docs/MECFSSA-Governance/Policies/Privacy-Policy.pdf>.

8. **GENERAL**

8.1 *Severability*

If any part of these Terms of Use is unenforceable, the enforceability of any other part of the Terms of Use will not be affected and all other clauses remain in full force and effect.

8.2 *Jurisdiction and Governing Law*

These Terms of Use are governed by the laws of the South Australia, Australia. The courts of South Australia shall have non-exclusive jurisdiction over any dispute arising out of your use of the Website or these Terms of Use and you hereby submit to the jurisdiction of the courts of South Australia.

8.3 *Termination of use*

You may stop using the Website at any time for any reason. We reserve the right in our absolute discretion (acting reasonably) to suspend or terminate your access to the Website at any time without notice.

8.4 *No waiver*

Any failure by us to enforce or exercise a right conferred upon us by the Terms of Use immediately will not be considered a waiver of our right to take any such action.

9. **CONTACT US**

9.1 If you have any questions or concerns about these Terms of Use, the Website or the Information, please contact us at contact@mecfssa.org.au.