



Terms and Conditions for the use of the ACRA intellectual property

Parties: This agreement is between the Australian Cardiovascular Health and Rehabilitation Association (ACRA) and the members of ACRA.

1. Ownership

1. ACRA is the owner of all intellectual property rights and interests including but not limited to all trade marks whether registered or unregistered, copyright material, patents or designs that are created by or for the ACRA and/or utilised by the ACRA, including any future rights or interests that the ACRA may gain from time to time (the ACRA 'Intellectual Property').

2. Acceptance of Terms and Conditions

1. Your access to/and use of the ACRA Intellectual Property is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained herein ("the **Terms and Conditions**").

2. Your use of and/or continued access to the ACRA Intellectual Property constitute your agreement to the Terms and Conditions. The ACRA may amend the Terms and Conditions at any time by posting amended Terms and Conditions on the ACRA website. The fact that the Terms and Conditions

have been changed will be highlighted, in respect of any changes made within the previous 30 days. The amended terms and conditions will be effective immediately and you will be bound by the amended Terms and Conditions from that time. The Terms and Conditions may not be amended otherwise. If you breach any of the Terms and Conditions your right to use and access ACRA Intellectual Property automatically terminates and the ACRA reserves all other rights or remedies it may have against you in relation to such breach.

3. Acknowledgment

You acknowledge that you have read, and agree to abide by and be bound by the ACRA Terms and Conditions.

4. Restrictions on use

1. You may not frame, post, upload, transmit or in any way use the ACRA Logo or Intellectual Property, unless it is provided for in these Terms and Conditions or it is expressly authorised in writing by the ACRA

2. You may not modify the ACRA Logo in any way

5. Permitted Purpose

1. The ACRA Intellectual Property must be used solely for the purpose of:
- Promoting that you are a financial member of the ACRA.

You must immediately notify the ACRA if you suspect or discover that the ACRA Logo or other ACRA Intellectual Property has been accessed or

used for any purpose other than the Permitted Purpose.

6. Licence

1. The ACRA, grants you a licence to use the trade marks of the ACRA for the Permitted Purpose, subject to the Terms and Conditions ("the Licence").
2. The Licence commences when you receive a copy of the trade marks from the ACRA.

7. Limitation of liability

1. The ACRA expressly disclaims all liability to you for any damages whatsoever (including, without limitation, loss of data, loss of profits and incidental or consequential damages) resulting from the access or use of, or inability to access or use, the Logo.

8. Indemnity

1. You agree to fully indemnify the ACRA against any loss, damage, liability and costs that the ACRA may sustain as a result of any breach by you of any of the Terms and Conditions or of any applicable laws.

9. Termination

1. The Terms and Conditions are effective until terminated by the ACRA. The ACRA may terminate this agreement and your access to the Logo at any time without notice. A breach of any of the Terms and Conditions may result in immediate termination of this agreement. In the event of termination, you are no longer authorised to access or use the ACRA Intellectual Property. All restrictions imposed on you, disclaimers and limitations of liability set out in the Terms and Conditions will survive termination.

10. Severability

1. If any provision of this Agreement is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation it must be severed so that the validity and enforceability of the remaining provisions are not affected.

11. Governing law

1. This Agreement must be read and construed according to the laws of the State of NSW and the parties submit to the jurisdiction of that State and the Commonwealth of Australia.

I, _____ agree to the Terms and Conditions for the use of the ACRA logo.

Signature

Date