

Australian Women in Security Network – Code of Conduct and Terms of Use

Thank you for joining our community. These terms of use ('**Terms of Use**') apply to Members of Australian Women in Security Network ('**AWSN**') and users of AWSN Facilities (as defined in clause 3), including but not limited to, the AWSN website.

1. AWSN Values

- 1.1 AWSN is an open network of people aiming to grow the number of women in the security community. We support, inspire, and act as role models. We connect women in the industry and those looking to enter the field with the tools, knowledge, network and platforms needed to build confidence and interest.
- 1.2 AWSN presents opportunities to learn, share knowledge and support one another. At AWSN, we believe our events, programs and forums should represent a safe, enjoyable and inclusive environment for all people, irrespective of gender, race, ethnicity, age, sexuality, religion, disability, socio-economic background, experience, size, shape and so on.
- 1.3 As an AWSN member ('**Member**', '**you**'), you must abide by the terms of these Terms of Use. If you have any questions or would like to report a breach of these Terms of Use, please email board@awsn.org.au.

2. Purpose of Terms of Use

- 2.1 The purposes of AWSN's Terms of Use are to:
 - (a) outline the principles and values that Members must uphold as well as the rights AWSN reserves to enforce these Terms of Use;
 - (b) set out terms applying when a Member elects to interact with AWSN; and
 - (c) set out terms for using AWSN Facilities.
- 2.2 By accepting these Terms of Use, Members confirm that they:
 - (a) commit to upholding AWSN's values; and
 - (b) will not engage in any behaviour that would otherwise breach these Terms of Use.

3. Use of AWSN Facilities

- 3.1 This clause 3 applies to the use of AWSN Facilities.
- 3.2 "AWSN Facilities" refer to any physical or digital space used to host an AWSN event or promote the purposes or values of AWSN. AWSN Facilities include the AWSN website and Collaboration Platforms which contains chat rooms, discussion forums, real time video communication and other communication facilities which are used to facilitate the goals, mission and purpose of AWSN ("Online Forums").
- 3.3 AWSN Members must recognise that they are part of AWSN's wider community and must respect:
 - (a) the time and effort of AWSN volunteers, coaches, speakers and mentors give to help Members and the wider AWSN community; and
 - (b) fellow Members at all times.
- 3.4 Members must not use AWSN Facilities to engage in any of the following:
 - (a) restrict or inhibit any other user from using or enjoying any AWSN Facilities;

- (b) post or otherwise communicate anything defamatory, abusive or disrespectful in any AWSN Facility;
- (c) abuse or share any confidential information shared with Members at events, forums or programs (especially if someone explicitly mentions the operation of Chatham House rules);
- (d) use any information, skills or tools that are learnt during any events, workshops or programs to break any laws.
- (e) post or transmit any unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent information or material of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law or industry code;
- (f) post or transmit any material of any kind which violates or infringes upon the rights of any other person, including material which is an invasion of any privacy or publicity rights or which is protected by copyright, trademark or any other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or relevant right holder;
- (g) post or transmit any material of any kind which contains a virus or other harmful component;
- (h) post, transmit or in any way exploit any material of any kind for commercial purposes, or which contains any promotional material or advertising;
- (i) attempt to hack into a system belonging to or impersonate another person, irrespective of whether they are an AWSN Member or not;
- (j) utilise the AWSN Facilities for recruitment purposes or for the promotion of any business, entity, good or service;
- (k) delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded; or
- (l) download any file posted by any other user of an Online Forum if you know, or reasonably ought to know, that the file cannot legally be distributed in such manner.

4. AWSN Review of Online Forums

- 4.1 AWSN may from time to time monitor or review the contents of its Online Forums. AWSN has the right to edit, refuse to post or to remove any information and/or materials (in whole or in part) that in AWSN's sole discretion is in any way objectionable or in violation of any applicable law, the values of AWSN or these Terms of Use. However, except to the extent required by law, AWSN has no obligation whatsoever to monitor any Online Forum or to edit, delete or refuse to post such contents, nor is AWSN responsible for any contents in any Online Forum (including any information, comments and/or advice of any individual or user of the Online Forums). Members expressly acknowledge and agree that the Online Forums provide a means of public and not private communications.
- 4.2 AWSN reserves the right to cooperate fully with any law enforcement authority in any jurisdiction in respect of any lawful direction or request to disclose the identity or other information in respect of anyone posting any materials which may violate any applicable or relevant law.

5. Intellectual Property Rights and Member Posts and Content

- 5.1 All intellectual property rights in any material or content displayed on the AWSN website, including, without limitation, trade marks, copyrights, or trade names belong to AWSN, its affiliates, or

licensors. Other than viewing and downloading content from the website for purposes permitted on the site, you do not have the rights to use these intellectual property rights without the written permission of their owner.

- 5.2 Unless otherwise agreed, a Member in posting to Online Forums or otherwise providing content to AWSN grants AWSN a royalty-free irrevocable perpetual licence to copy, reproduce, publish, communicate, modify, adapt and otherwise use that post or content in any way for the purposes of AWSN.
- 5.3 If a Member has provided a post or content to AWSN in error, the Member should contact AWSN as soon as possible. To the extent reasonably practicable and as appropriate, AWSN will endeavour to remove the content from the post, its website and / or cease any further use of the post or content. However, AWSN does not guarantee that it will be able to stop all dissemination of the post or content. AWSN may have no control over dissemination of the post or content by third parties.

6. Third Party Links & Website Content

- 6.1 The AWSN Facilities may provide links to external websites. AWSN does not control and accepts no liability for the content of those websites or for any loss in contract, tort (including negligence) statute or otherwise for any consequential, indirect, incidental, special, punitive or exemplary damages, loss or corruption of data, damage to a computer system, loss of goodwill or economic loss arising in connection with use of or reliance on those websites. AWSN does not endorse any external website and does not warrant that they are accurate, authentic or complete. Your use of any external website is governed by the terms of that website. The provision of a link to an external website does not authorise you to reproduce, adapt, modify, communicate or in any way deal with the material on that site.
- 6.2 Unless otherwise stated, any views expressed in AWSN Facilities are those of the author(s) and do not necessarily reflect the position or policy, or constitute the endorsement or approval, of AWSN, the publisher or any editor. AWSN does not guarantee the quality of, or endorse or approve, any product or service advertised or promoted in AWSN Facilities.

7. Liability

- 7.1 To the extent permitted by law, AWSN will not be liable in contract, tort (including negligence) statute or otherwise for any consequential, indirect, incidental, special, punitive or exemplary damages, loss or corruption of data, damage to a computer system, loss of goodwill or economic loss arising in connection with use of AWSN Facilities, even if AWSN has been advised of the possibility of such loss or damage.
- 7.2 The Website Disclaimer and Limitation of Liability and Publication Disclaimer and Limitation of Liability also apply.

8. Disciplinary Action

- 8.1 Any unacceptable behaviour or breach of these Terms of Use will not be tolerated and AWSN takes these Terms of Use and any complaints received extremely seriously.
- 8.2 AWSN reserves the right to take disciplinary action in accordance with the procedure outlined in Division 2 of the AWSN Constitution ('**Disciplinary Action**') against any Member who breaches or is reasonably suspected of breaching these Terms of Use.
- 8.3 AWSN reserves the right to commence Disciplinary Action against a Member if AWSN determines that a Member:
 - (a) refuses to support the purposes of AWSN; or

(b) has engaged in conduct prejudicial to AWSN.

8.4 Examples of behaviour contemplated by clause 8.3(a)-(b) include, but are not limited to, behaviour by a Member that AWSN considers:

(a) breaches these Terms of Use;

(b) would or could reasonably damage the reputation of AWSN;

(c) would work against the interests and values of AWSN contemplated by these Terms of Use, including but not limited to clauses 1-3;

(d) could cause harm to other Members;

(e) is unlawful or of a harassing nature; or

(f) is criminal.

9. Terms of Use Subject to Change

9.1 AWSN reserves the right to amend these Terms of Use at any time. Notice of the amended Terms of Use will be given by posting an updated version on the website. AWSN encourages its members to review the policies governing the use of AWSN's Online Forums on a regular basis.

9.2 The amended Terms of Use will apply between AWSN and its Members, irrespective of whether or not AWSN has given a Member specific notice of any change.

10. Governing Law

10.1 These Terms of Use are governed by and construed in accordance with the laws of New South Wales. In the event that any terms of the Terms of Use are found to be unenforceable under New South Wales law, this will not affect the remainder of these Terms of Use.

11. Privacy Policy

11.1 AWSN's Privacy Policy forms part of these Terms of Use and by agreeing to these Terms of Use, Members also agree to the Privacy Policy.