

## Terms of Use

1. Welcome to the Chief Executive Women Inc (“**CEW**”) website. Your use of this website is subject to these Terms of Use, the [Privacy Policy](#)<sup>1</sup> and the [Acceptable Use Policy](#)<sup>2</sup> (collectively the “**Website Terms**”). The Website Terms may be updated from time to time so you should check them before any use of the website to make sure you are aware of all current terms.
2. You must make sure that any use you make of the website is lawful and does not infringe the intellectual property, privacy or other rights of any person. You may not copy, modify, distribute, or make any other use of the content of the website without the written consent of CEW.
3. The features of the website may allow users to communicate with one another and to submit material to the website (“**User Content**”). Your use of those features must comply with our [Acceptable Use Policy](#). We will have an unrestricted and irrevocable right to use and modify User Content submitted to the site.
4. We take your privacy seriously. Any personal information supplied by you will be handled in accordance with our [Privacy Policy](#). By using the CEW Site you consent to such collection and processing and you promise that all data provided by you is accurate.
5. Parts of the website are only available to users who have registered with us. If you are provided with a user ID or password as part of our registration process, you must keep that information confidential and not disclose it to any third party. We can disable your user ID or password at any time if we think you haven’t complied with these Website Terms.
6. These Website Terms are governed by the laws of New South Wales and you submit irrevocably to the exclusive jurisdiction of New South Wales courts.

## Acceptable Use Policy

1. Any capitalised terms used but not defined in this Acceptable Use Policy have the meaning given in the Terms of Use<sup>3</sup>.
2. You are responsible for your User Content and the consequences of submitting that content to the CEW website. Although we encourage you to express your opinion and have open discussions with other CEW members, please be responsible, respectful and polite to our other users at all times, even if you disagree with them.
3. In addition to the CEW website, we have a number of social media accounts, including Facebook, Twitter and YouTube (collectively, the "**Social Sites**"). All content on Social Sites is subject to the terms of use as prescribed by that social media channel. We have no control over the content or availability of third party sites or links that you may access through the CEW website. Such links are provided for your convenience and are to be used at your own risk.
4. We do not endorse, and are not responsible for, User Content, its accuracy, completeness, usefulness or safety.
5. We cannot guarantee that access to the CEW website will be uninterrupted and error-free or that the CEW website and its servers are free from viruses, bugs or other malicious software. Material on the CEW website, or on any other website accessed via the CEW website (including the Social Sites), may not be accurate, complete or current. You use the CEW website and any User Content entirely at your own risk. The CEW website is provided "as is" and on an "as available" basis. All warranties, conditions or terms, other than those expressly set out in these Website Terms, are excluded to the extent permitted by law. In the case of a statutory term which cannot be excluded CEW limits its liability to re-performance of the relevant service or to the cost of such re-performance.
6. To the extent permitted by law, CEW will have no liability, whether in contract, tort (including negligence) or otherwise for any loss, liability or expense you may suffer or incur in connection with access to or use of the CEW website, the Social Sites or their respective features and content.
7. You promise that:
  - you will have access the CEW website, the Social Sites and their respective features and content only for the purpose of personal use and will not make any commercial use of them;
  - User Content is your own original work and that you own it or you have all necessary rights to post it or upload it to the CEW website, and grant us the rights in relation to that content set out in the Terms of Use;
  - you waive all moral rights in respect of any User Content submitted to us;
  - nothing in the User Content is false, inaccurate or misleading, defamatory, obscene, abusive, indecent, hateful, pornographic, sexually explicit, harassing, threatening, contains a personal attack, offensive, incites racial, cultural or religious hatred, impersonates or appears to impersonate any other person, is in contempt of court, violates any law or rights (including privacy and intellectual property rights of any third party), encourages conduct that would amount to a criminal offence or give rise to a civil liability, is otherwise objectionable or anything else we consider inappropriate;
  - User Content does not contain any virus or other malicious code, adware, spy ware or any other material designed to damage, interfere with, intercept or expropriate any data or adversely affect the operation of any computer software, hardware or telecommunications equipment;
  - you will not attempt to attack or gain access to the CEW website or its servers;
  - you will not submit any material which results in the transmission of junk email, chain letters, surveys, contests, pyramid selling schemes, multiple, repetitive or unsolicited

messages or so-called "spamming" and "phishing", URLs, solicitations and advertisements by other organisations or endorsements of other products, services or organisations; and

- you will not contribute User Content or use names to impersonate any other person, to misrepresent your identity or affiliation with any person or to give the impression that they emanate from us.
8. We may edit, move or remove any User Content at our discretion.
  9. It will be our sole decision whether there has been a breach of this Acceptable Use Policy. Where we believe there is a breach of the Acceptable Use Policy, we may take whatever action we feel is appropriate in the circumstances.
  10. We are unable to monitor the CEW website or Social Sites at all times and we encourage CEW members to ignore inappropriate or negative comments and to respond politely. If you think that User Content contravenes this Acceptable Use Policy or any other Terms of Use, please notify us using the "Report Abuse"/"Flag as Inappropriate" or equivalent button or email us at [cew@cew.org.au](mailto:cew@cew.org.au).

Last updated: 21 October 2015

## Chief Executive Women Inc Privacy Policy

Chief Executive Women Inc (“**CEW**”) recognises the importance of protecting your personal information. We comply with the *Privacy Act 1988* (Cth) and are committed to openness and transparency about how we handle personal information.

This policy explains how we manage all of the personal information that we collect, use and disclose, including any personal information collected via the CEW website.

We will review and amend this policy from time to time, so it is important that you check our website for the latest version. If you require a hardcopy of this policy, please contact us using the details below.

“**Personal information**” is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- whether the information is true or not; and
- whether the information or opinion is recorded in a material form or not.

### Your Personal Information

We collect personal information that is voluntarily provided to us. The kinds of personal information we collect may (but does not always) include:

- the names, contact information (e.g. mailing address, phone number and email address), date of birth, employment and academic history and financial information (e.g. bank account or credit card details) and images, video and sound recordings of current and potential members, staff, scholarship applicants and winners and participants in CEW programs, activities or functions;
- correspondence and other interactions with CEW; and
- the names and email addresses of persons who subscribe to our emails and newsletters.

We may collect or engage third party contractors to collect personal information from publicly available sources. We will take reasonable steps to ensure that third party contractors comply with the Australian Privacy Principles (*the APPs*).

We may collect sensitive information where we have consent to do so (e.g. to cater to any dietary requirements at our functions or to accommodate a reasonable adjustment for members or course participants with a disability).

You do not need to disclose your personal information to us; however you may not be able to avail yourself of the opportunities and activities that we offer if you do not do so.

### How we use personal information

We use personal information to:

- enable us to administer memberships;
- conduct courses, programs, events and activities;
- provide products and services for members and non-members;
- research the needs of members and non-members;
- expand our membership;

- update our contact lists; and
- promote our courses, programs, activities, events or functions.

You may opt out of receiving marketing material at any time. Please contact us on the details below if you no longer wish to receive marketing material.

### **How we will disclose your personal information**

We will disclose personal information with your consent, where you would reasonably expect us to disclose the information or if we are authorised to do so by law (e.g. in the event of an emergency).

We may publish information about members to other members and non-members via the CEW website or publications.

We may disclose your personal information to other members, and to third parties that provide us products or services such as sponsors and event managers. We may also disclose your personal information to our service providers located in Australia and in overseas jurisdictions (including the Philippines). Where we disclose to third parties we will take reasonable steps to ensure that the third party does not breach the APPs. In addition, personal information about scholarship applicants is transferred overseas as a part of our scholarship administration process, which is flagged to scholarship applicants in the course of the application process.

### **Cookies, our website and your privacy**

Our web servers gather your IP address to assist with the diagnosis of problems or support issues with our services. Information is gathered in aggregate only and cannot be traced to an individual user.

We use cookies to provide you with a better experience. These cookies allow us to increase your security by storing your session ID and are a way of monitoring single user access. This aggregate, non-personal information is collated and provided to us to assist in analysing the usage of the site.

### **How you can access your personal information and make a complaint**

We will take reasonable steps to ensure that any personal information we collect is stored securely and is accurate, up-to-date and complete.

You have the right to access and correct any personal information we hold about you. You may also complain to us about how we handle personal information.

### **Contact us**

For all requests, enquiries and complaints regarding privacy, please contact us on the details provided below:

**Bonnie Brown, Executive Operations Manager:**

Telephone: 02 8240 7604

Email: [bonnie@cew.org.au](mailto:bonnie@cew.org.au)

We will respond to all requests, enquiries and complaints within a reasonable time.

For more information about privacy issues in Australia and protecting your privacy, please visit the Office of the Australian Information Commissioner website on [www.oaic.gov.au](http://www.oaic.gov.au).

Last updated: 21 October 2015