

These terms and conditions (the “Terms and Conditions”) govern the use of www.acam.org.au (the “Site”). This Site is owned and operated by Australasian College of Aesthetic Medicine. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Intellectual Property

All content published and made available on our Site is the property of Australasian College of Aesthetic Medicine and the Site’s creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Sale of Goods And Services

These Terms and Conditions govern the sale of goods and services available on our Site.

The following goods are available on our Site:

- ACAM branded merchandise (scrubs).

The following services are available on our Site:

- College membership;
- Educational; and
- Representation.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and services are as accurate as possible.

However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already

processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Third Party Goods and Services

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

Subscriptions

Your subscription does not automatically renew. You will be notified before your next payment is due and must authorise that payment in order for your subscription to continue.

Payments

We accept the following payment methods on our Site:

- Credit Card; and
- STRIPE.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Shipping and Delivery

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- Standard Delivery by post.
- Delivery takes 5-10 business days.
- Delivery will take place as soon as reasonably possible, depending on the delivery method selected.

- Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and public holidays.
- You will be required to pay delivery charges in addition to the price for the goods you purchase.
- You are required to provide us with a complete and accurate delivery address, including the name of the recipient.
- We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

Refunds

Refunds for Goods

Refund requests must be made within 30 days after receipt of your goods.

We accept refund requests for goods sold on our Site for any of the following reasons:

- Good is broken;
- Good does not match description; or
- Good is the wrong size.

Refunds do not apply to the following goods:

- Scrubs cannot be returned if package is open and tags removed; and
- Scrubs cannot be returned if they have been worn.

Refunds for Services

We provide refunds for services sold on our Site as follows:

- Refunds for cancelled membership will be applicable if ACAM has cause to cancel membership.
- The amount of refund will be dependent on the remaining membership year and confirmation that the member has removed all reference and use of ACAM post-nominal's, if applicable.

Returns

Returns can be made by mail. To return a good by mail, follow the following procedure:

- You must contact the ACAM office for instructions on how to return your items.
- Go to your nearest post office and pay the necessary postage.
- Forward the receipt to the office.

Consumer Protection Law

Where the *Australian Consumer Law*, Schedule 2 of the *Competition and Consumer Act 2010*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

Limitation of Liability

Australasian College of Aesthetic Medicine and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Australasian College of Aesthetic Medicine and our directors, officers, agents, employees, subsidiaries, and affiliates

from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the State of New South Wales.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and Australasian College of Aesthetic Medicine are unable to resolve any dispute through informal discussion, then you and Australasian College of Aesthetic Medicine agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and Australasian College of Aesthetic Medicine.

Notwithstanding any other provision in these Terms and Conditions, you and Australasian College of Aesthetic Medicine agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

Additional Terms

Applications for membership of Australasian College of Aesthetic Medicine (ACAM) must be completed by a person eligible to become a member of the College.

- Applications must be completed using the online form, which will be automatically lodged with the College;
- As soon as practicable, after receiving an application for membership, the application will be considered by the Membership Committee for determination on whether to approve or reject the application;
- The Committee's decision is final and no correspondence will be entered into.

As soon as practicable after the Committee makes that determination, the Secretariat must notify the applicant in writing that the Committee approved or rejected the application;

- If ACAM membership is approved, the applicant is to pay (within 14 days of the notice of approval) the sum payable under these rules by a member (entrance fee and annual subscription fee);
- The Secretariat must, on payment by the applicant of the amounts within the period referred to in that provision, enter the applicant's name in the register of members and, on the name being so entered, the applicant becomes a member of the College;
- All members and fellows must be fully registered medical practitioners or nurses, with proof of current registration. Fellows must have fulfilled the criteria for Fellowship; and
- Cosmetic Nurse Members must have 2 years registration as a Registered Nurse and hold current AHPRA registration.

All members and associates are to create an account through the member's portal, and provide a valid email address for communication.

- In the event that a member does not hold current AHPRA registration, they are to notify the college immediately. The ACAM constitution requires all members to be currently registered and appropriately insured to maintain their membership; and
- Non-financial or lapsed members are not to use ACAM post-nominal's or membership recognition until they are financial (reinstated) members of ACAM.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

+612. 9167 9398

info@acam.org.au

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