

# Terms & Conditions

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## 1. About our terms

Collabforge Pty Ltd maintains and hosts this website for Energy Evaluation Asia Pacific (EEAP) on behalf of IEPPEC. Where relevant, references to “We”, “Our” and “Us” in this policy include a reference to EEAP. In these terms: “We”, “our” and “us” are Collabforge and “you” are the individual accessing the website or using our services.

Domain name = [www.energy-evaluation.org](http://www.energy-evaluation.org) (the “website”)

We are the owner and operator of this site.

By using the Collabforge website you form a legally binding agreement with us. You therefore agree to follow our terms and conditions. These terms and conditions govern the use of and access to our website.

These terms and conditions can be changed at any time. We will notify you of changes to the terms and conditions by posting notification on our website. We will also notify you when the terms and conditions have been or will be implemented. However, changes that are made for legal reasons will be effective immediately. If you do not agree with any altered terms and conditions then you must no longer use the website or services.

By using the website and our services you will ensure that all applicable laws are complied with. If we fail to enforce any of the terms and conditions we will not be considered to have waived our rights to enforce any terms and conditions. Our terms and conditions will be applied according to Australian law, unless you reside in a country that excludes the application of Australian law. If this is the case, then your country's law will apply.

In the event that a particular term or condition is not enforceable, this will not affect the application of any other terms or conditions. If there is a conflict between the previous and updated terms and conditions, the

most recent updated terms and conditions will have priority.

If you have any questions about these terms and conditions please email [contact@collabforge.org.au](mailto:contact@collabforge.org.au)

## **2. Using the website**

We will use reasonable endeavours to ensure that this site is available at all times. However, we do not make any representations or warranties that your access will be uninterrupted, timely and secure free.

We may suspend or stop providing you access to the website without prior notice in case of a system failure, maintenance, or repair or any reason beyond our control. We may also suspend or stop providing you access to the website without prior notice if you do not comply with our terms and conditions or if we are investigating suspected misconduct.

Although we apply a range of security controls to protect the website from unauthorised access, it is your responsibility to install up-to-date security software on your computer.

We do not accept any liability for any interference with or damage to your computer system and/or software.

These terms and conditions do not grant you the right to use any branding, logos, marks or symbols used on the website or in our services, unless otherwise permitted by these terms and conditions.

## **3. Copyright**

© Copyright, IEPPEC.

The contents of this website are protected by copyright law. Copyright in this material resides with IEPPEC as described on the About pages of this website or various other rights holders, as indicated.

Where the material is not licensed by IEPPEC under an access agreement or CC licence, or where the material is not owned by IEPPEC, you should contact the original copyright owner.

Any permitted reproduction of copyright material, including fair dealing, must:

- 1) acknowledge the relevant rights owner as the source of any such material reproduced;
- 2) reference the copyright or licence conditions under which the material is provided on this site.

For all requests and inquiries concerning reproduction and rights please contact IEPPEC using the feedback form.

#### **4. Your account**

To upload content and collaborate online, we need you to register.

When registering you will also be required to provide some basic, personal information about yourself, in accordance with our privacy policy (see privacy section below). When you register with us, you must provide accurate, complete and up-to-date information as requested. It is your responsibility to notify us of any changes to your personal information. As a registered user, you accept responsibility for all activities that occur under your account and password.

You must not provide us with false or misleading information, or register for anyone other than yourself without our permission. You will not create more than one personal account and you will not share your password or do anything to jeopardise the security of your account. We may also request at any time that you verify your identity. We will determine the type and extent of the evidence needed to satisfy us of your identity.

If you believe that someone has accessed your account without authorisation, please email us immediately at [contact@collabforge.org.au](mailto:contact@collabforge.org.au)

You must not use your account or this website to:

- Transmit or authorize the transmission of 'junk mail', 'chain letters', unsolicited emails, instant messaging, spimming or spamming;
- Impersonate any person or entity;
- Solicit money, passwords or personal information from any person;
- Collect users' content or information, or otherwise access the website using automated means (such as harvesting bots, crawlers, scripts, data mining tools robots, spiders or scrapers) without our permission;
- Harm, bully, intimidate, abuse, harass, stalk, threaten or otherwise offend others;
- Upload personal information of another person/s unless you have his or her consent;
- Post content that is hateful, threatening, pornographic, incites violence, is prejudicial or contains nudity, graphic or gratuitous violence, sexual acts or references;
- Upload content that you know or ought to have reasonably known or suspected to be false, misleading or deceptive;
- Advertise, promotes or solicit any goods or services (except where expressly authorised by us);
- Upload viruses or other malicious code or content embedded with any virus or malicious code;
- Upload content that is not your original work or that will or may reasonably be expected to infringe intellectual property or other persons rights;
- Upload content that contains restricted or password only access pages, or hidden content;
- Upload content that is untargeted or repetitive;
- Breach any copyright or trademark; and
- Transfer your account to another person.

## **5. Deleting your account**

We reserve the right to remove or disable your account without prior notice if we believe you have breached any of our terms and conditions.

If we remove or disable your account due to a breach or investigation of a

potential breach of these terms and conditions, you are not permitted to reregister without our permission. We will notify you that your account has been removed or disabled the next time you attempt to access your account.

You are able to delete your account if you so choose. Deleting your account ensures that your account and personal information contained therein is permanently removed from the website. Collabforge will endeavour to process the deletion of your account immediately. Please note that some information may remain in backup logs for a reasonable period of time.

You can delete your account from your profile page.

## **6. Uploading content and contributing to this site**

This website may display content that is not the property of IEPPEC. Any such content is the sole responsibility of the person who makes it available. We will not be considered to have uploaded content made available to the website by any person.

We propose to review content to determine whether it is illegal, contrary to any of our terms and conditions or not relevant to Collabforge activities. We may remove or refuse to display content that we reasonably believe to be in breach of the terms and conditions or the spirit of our terms and conditions or the law.

We are not obligated to carry out any particular review or to review generally.

By agreeing to these terms and conditions we have the right to modify, edit or reformat any content that is uploaded or made available if we believe it breaches our terms and conditions.

## **7. Protecting other people's rights**

We will ensure that credit is given to those who have contributed to the content uploaded on the website once the content is published by us. This may include annexing a list of contributors names to the content published.

## **8. Warranties and disclaimers**

We want and expect the material on the website to be as correct and accurate as possible.

However, we do not guarantee or represent nor do we accept any legal liability whatsoever arising from, or connected to, the use of any material or reliance on information contained on the website or any linked website.

We recommend that you exercise your own skill and care with respect to your use of the website and that you carefully evaluate the accuracy, currency, completeness and relevance of the material on the website for your purposes.

The material on the website may include opinions and recommendations that do not necessarily reflect our views or recommendations, or indicate any commitment to any particular course of action.

By accessing information at or through the website each user waives and releases us to the full extent permitted by law from any and all claims relating to the use of and/or reliance on the material made available through the website. In no event are we liable for any injury, loss or damage resulting from use of or reliance upon the material on or accessed through the website.

We take reasonable care in linking websites, but have no direct control over the content of the linked sites, nor the changes that may occur to the content on those sites. It is your responsibility to make decisions about the accuracy, currency and reliability of the information contained

therein.

Links to external websites do not constitute an endorsement or a recommendation of any material on those sites or of any third party products or services offered by, from or through those websites.

## **9. Privacy**

We refer you to our privacy policy which can be viewed below.

You must read this policy before registering with us.

## **10. Dispute Resolution**

If you have any questions, require any clarification or wish to dispute or query any of our terms and conditions please contact us at [contact@collabforge.org.au](mailto:contact@collabforge.org.au)

# **Privacy Policy**

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Note that the website privacy policy does not apply to linked web sites, however we do not link knowingly to sites that are privacy-invasive. When you link to another site, we recommend you read the privacy statement of that site to familiarise yourself with its privacy policy.

## **Collection and use of personal data**

This website does not collect or record personal information, other than information you choose to provide through our member registration

processes, profile creation and feedback e-mail.

### **Collection and use of site visit data**

The following non-personal information is automatically recorded by this site's web server for statistical and system administration purposes only:

- your server address;
- your top level domain name (e.g. .com, .au, .gov);
- the date and the time of your visit to the site;
- the pages you accessed and downloaded;
- the address of the last site you visited;
- your operating system;
- the type of browser you are using.

To the extent that this data could make you identifiable, Collabforge will not attempt to identify individuals from the records the server automatically generates unless that is necessary to investigate a breach of law or regulation.

### **Disclosure**

We will not disclose your personal information to a third party without your consent, unless we are required or authorised to do so by law or other regulation. In the event of an investigation into suspected unlawful or improper activity, a law enforcement agency or government agency may exercise its legal authority to inspect the web server's records (eg. in relation to hacking or abusive messages).

### **Security of your personal data**

Server - when your information is stored on the website server:

- We provide the highest level of password security (SHA512 with

salting).

- We also provide encryption of critical information stored in the database.
- The Collabforge website software is kept up-to-date, ensuring security updates are applied.