

FEDERATION OF NEUROGASTROENTEROLOGY AND MOTILITY MEETING

WEBSITE TERMS OF USE

Welcome to the Federation of Neurogastroenterology and Motility meeting (FNM) virtual conference portal. This website portal will run parallel with the live face-to face conference and feature videos of lectures, posters and poster presentations. This virtual conference portal (**Site**) is operated by the Australasian Neurogastroenterology and Motility Association Incorporated (ANGMA) ABN 85 857 536 931 (**we, our or us**). It is available at: www.fnm2020.com and fnm2020.org.au and may be available through other addresses or channels.

How you consent to these terms of use

If you access and use our Site or create an account, you are taken to have agreed to these terms of use (**Terms**). Please read these Terms carefully – if you don't agree to them, then you must cease using our Site immediately.

Account registration

You can browse and view some of our Content without an account. However, to access certain features on our Site, including videos of lectures, posters and poster presentations, you may need to register for an account.

If you have registered for the FNM conference, you will be sent access instructions to the Site via a personalised email link. Depending on your tier of registration, you will be granted access to different parts of the Site, which may include content shared as part of the FNM satellite events. All FNM registrants, regardless of their registration tier, will be able to access the 'Chicago 4' section of the Site.

As a paid registrant of FNM, Your account provides you with access to view (**but not download, copy or present elsewhere in any other forum**) select videos of lectures, posters and poster presentations, allows you to favourite videos of lectures, posters and poster presentations and may allow you to post comments in the forum sections on the Site, for up to 24 months from the date you create an account.

If you have not registered for FNM, and wish to access content produced as part of the FNM conference, including satellite events, you will be required to purchase a conference pass from the fnm2020.org.au website. You will then be contacted and given instructions to access the Site.

If you have not registered for FNM, but wish only to access the Chicago 4 Launch event, you will be required to enter your contact details on the Site and you will then be invited to create an account and choose a password by a personalised email link. There is no cost for accessing the Chicago 4 Launch event. As a registrant of Chicago 4, but not FNM, your account provides you with unlimited access to view (**but not download, copy or present elsewhere in any other forum**) select videos of presentations for up to 24 months from the date you create an account.

You are responsible for keeping your account details confidential and you will be liable for all activity on your account. You will immediately notify us of any unauthorised use of your account.

When we make changes to these terms of use

We may, at any time and at our discretion, vary these Terms by publishing the varied terms on our Site. We recommend you check our Site regularly to ensure you are aware of our current terms. Materials and information on this Site including videos of lectures, posters and poster presentations (**Content**) are subject to

Commented [SB1]: This section/paragraph is not correct. Registered FNM attendees don't need to re-register to get access to Chicago4. Non-FNM- people who want access to Chicago4 need to give register and get a link/password. They WON'T have access to all materials – only those in Chicago4.

Commented [SB2]: Agree with Simon's comments

change without notice. We do not undertake to keep our Site up-to-date and we are not liable if any Content is inaccurate or out-of-date.

Privacy

We respect your privacy and understand protecting your personal information is important. Our Privacy Policy (available on our Site) sets out how we will collect and handle your personal information.

Your licence to use our Site

We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Site in accordance with these Terms. All other uses are prohibited without our prior written consent.

Conduct we don't accept

When you use our Site, we expect you to abide by a certain standard of behaviour. You must not do or attempt to do anything that is unlawful, which is prohibited by any laws applicable to our Site, which we would consider inappropriate or which might bring us or our Site into disrepute. This includes:

- (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- (b) using our Site to defame, harass, threaten, menace or offend any person;
- (c) interfering with any user of our Site;
- (d) tampering with or modifying our Site, knowingly transmitting viruses or other disabling features, or damaging or interfering with our Site, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Site;
- (e) using our Site to send unsolicited electronic messages; or
- (f) facilitating or assisting a third party to do any of the above acts.

Competitors are excluded from using our Site

You are prohibited from using our Site, including our Content, in any way that competes with our business.

Information

Please note that our Content is factual information only, is not comprehensive and is for general information purposes only. You cannot rely on it as such. We use reasonable attempts to ensure the accuracy and completeness of our Content, we provide our Content in good faith, make no representation or warranty in relation to it, and are not liable for any loss arising from reliance on our Content.

Intellectual Property rights

Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in our Site, all of our Content including videos of lectures, posters and poster presentations and any copyright, registered or unregistered designs, patents or trade mark rights and domain names (**Our Intellectual Property**). Your use of our Site and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to Our Intellectual Property. You must not:

- (a) copy, in whole or in part, any of Our Intellectual Property;
- (b) broadcast any of Our Intellectual Property to any third party who is not an event attendee;
- (c) download, record, reproduce, retransmit, distribute, display, disseminate, sell, publish or circulate any of Our Intellectual Property to any third party; or
- (d) breach any intellectual property rights connected with Our Intellectual Property, including (without limitation) altering or modifying any of Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website or platform, or creating derivative works from Our Intellectual Property.

Content you upload

We encourage you to interact with our Site! You may be permitted to post, upload, publish, submit or transmit relevant information and content such as videos of lectures, posters and poster presentations if you are a presenter and comment on videos of lectures, posters and poster presentations if you are an event attendee (together **User Content**) on our Site. If you make any User Content available on or through our Site, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, license, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through or by means of our Site.

You agree that you are solely responsible for all User Content that you make available on or through our Site. You represent and warrant that:

- (a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms); and
- (b) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Site will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for, any User Content. We may, at any time (at our sole discretion), remove any User Content.

Forum

You may have access to the forum section on each video, poster and poster presentation on our Site through which you can post User Content to communicate and ask questions to presenters and attendees. You may be notified of new comments or replies to your comments in a forum section via email.

We ask you to limit your posts to topics which are relevant to the specific video, poster or poster presentation. We have the right but not the obligation to appoint moderators of our Site from time to time to ensure that all voices are heard and no inappropriate thread or topic is discussed.

We may, at any time remove any posts we deem to be in breach of these Terms and deem (at our sole discretion) to be inappropriate including posts that:

- (a) defame, harass, threaten, stalk, menace, track, monitor, mistreat, offend or otherwise hurt any person;

- (b) use inappropriate, obscene, or foul language;
- (c) include link(s) to inappropriate, offensive or illegal material on the forum;
- (d) could be considered intolerant of a person's race, culture, appearance, gender, sexual preference, religion or age; and
- (e) interfere with another user.

We are not responsible for any posts or comments on our Site. You agree and acknowledge that you participate in each forum section including by posting User Content at your own risk.

Third party sites

Our Site may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites.

What happens if we discontinue our Site

We may, at any time and without notice to you, discontinue our Site, in whole or in part. We may also exclude any person from using our Site, at any time and at our sole discretion. We are not responsible for any Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

Warranties and disclaimers

To the maximum extent permitted by law, we make no representations or warranties about our Site or our Content, including (without limitation) that:

- (a) they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- (b) access will be uninterrupted, error-free or free from viruses; or
- (c) our Site will be secure.

You read, use and act on our Site and our Content at your own risk.

Our liability is limited

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (**Liability**) suffered by you or any third party, arising from or in connection with your use of Our Intellectual Property and/or any inaccessibility of, interruption to or outage of our Site and/or any loss or corruption of data and/or the fact that our Content is incorrect, incomplete or out-of-date.

Indemnity

To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of our Site or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

Terminating these terms

These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

Dealing with a problem

If you would like to give us feedback, please contact us – we appreciate your input. In the event of any dispute arising from, or in connection with, these Terms (**Dispute**), the party claiming there is a Dispute must give written notice to the other party setting out the details of the Dispute and proposing a resolution. Within 7 days after receiving the notice, the parties must, by someone with authority to reach a resolution, meet at least once to attempt to resolve the Dispute or agree on the method of resolving the Dispute by other means, in good faith. All aspects of every such conference, except the fact of the occurrence of the conference, will be privileged. If the parties do not resolve the Dispute, or (if the Dispute is not resolved) agree on an alternate method to resolve the Dispute, within 21 days after receipt of the notice, the Dispute may be referred by either party (by notice in writing to the other party) to litigation. Nothing in this clause will operate to prevent a party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

If a part of these Terms isn't right

If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

Which laws govern these terms of use

Your use of our Site and these Terms are governed by the laws of South Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in South Australia and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

Our Site may be accessed throughout Australia and overseas. We make no representation that our Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access our Site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Site.

For any questions and notices, please contact us at:

Australasian Neurogastroenterology and Motility Association Incorporated ABN 85 857 536 931

Email: info@fnm2020.com

Last update: 15 October 2020

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