

1.1 General

Welcome to www.eagcg.org (the Website). This site is operated and owned by the Eastern Australia Ground Control Group (the EAGCG) ABN 75 290 642 931.

By accessing and using the Website, you accept and agree to be bound by the terms and provision of this agreement. In addition, when using the Website's particular services, you shall be subject to any poster guidelines or rules applicable to such services, which may be posted and modified from time to time. All such guidelines or rules are hereby incorporated by reference into the Terms of Use.

ANY PARTICIPATION IN THIS SITE WILL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ABIDE BY THE ABOVE, PLEASE DO NOT USE THIS SITE.

The EAGCG may change these Terms of Use at our discretion and without notice. By continuing to use the Website, you accept the Terms of Use as they apply from time to time. A copy of the current Terms of Use is displayed on the Website at all times.

1.2 Limitations on use of Website

It is a condition of you using the Website that you and the organisation that you represent do not:

- defame, abuse, stalk, harass, threaten or otherwise violate the legal rights of others, including rights relating to privacy;
 - transmit any message, data, image or program which is indecent, obscene or pornographic;
 - use the Website or the Website content (including email addresses) to transmit unsolicited commercial electronic messages not directly related to the EAGCG business;
 - transmit any message, data, image or program that would violate the property rights of others, including unauthorised copyrighted text, images or programs, trade secrets or other confidential proprietary information;
 - interfere with the rights of others to use the Services;
 - transmit any file which contains viruses, worms, “Trojan horses”, adware, spyware, self-executing code or any other contaminating or destructive features (“malware”);
 - use the facilities and capabilities of the Services to conduct, or solicit the performance of, any illegal activity;
 - impersonate or falsely represent your association with any person or organisation;
 - use, reproduce, sell, resell or otherwise exploit any of the Services for commercial purposes except where this is expressly permitted (for example, under a separate license agreement entered into between you and the EAGCG);
 - attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of this Website, including the use of automated tools; or
 - access or attempt to access information resources you are not authorised to use.
- Any use of Website information for operational or commercial purposes must be expressly authorised by the EAGCG. For more information, contact the relevant section of the EAGCG.

1.3 Disclaimers and limitation of liability

The Website content is for general information purposes only. While the EAGCG has taken reasonable steps to ensure the accuracy of the Website content, unless we expressly agree otherwise with you in a separate written agreement, the EAGCG disclaims all representations and warranties regarding the correctness, completeness, accuracy, reliability, performance, suitability and/or availability of the Website content, and you acknowledge that your use of the Website content is strictly at your own risk.

To the extent permitted by law, the EAGCG disclaims all liability for any loss, damage, expense and costs incurred by any person arising out of accessing, downloading, using or relying on any material from the Website. Where any law implies a warranty into these Terms of Use which may not be lawfully excluded, then to the maximum extent permitted by law, the EAGCG liability for breach of the warranty will, at our option, be limited to removing the material in dispute from the Website.

You agree to release, indemnify, defend and hold harmless, the EAGCG and its employees, contractors and officers from all loss, liabilities, damages, costs, claims and expenses (including legal costs on a full indemnity basis) that arise directly or indirectly from your breach of the Terms of Use and your activities in connection with the use of this Website and any of the Services.

1.4 Links to other websites

Links to other websites are included in the Website for convenience only and do not constitute the EAGCG Australia's endorsement of material at those websites or any associated organisation, product or service. Linked websites are not under the control of the EAGCG, and the EAGCG is not responsible for the content of any linked website or any link contained in a linked website, or changes or updates to such websites. You agree that you access and use linked websites at your own risk.

You must not create or maintain any link from another website to this Website without our written consent. To obtain consent, please write to:eagcgsecretary@outlook.com.

The EAGCG is not responsible to you or anyone else for any loss suffered in connection with accessing or using any linked websites, except as we expressly agree with you in a separate written agreement. This includes, but is not limited to, the transmission of any malware. The EAGCG recommends that prior to using any downloaded files you carry out an appropriate virus check.

1.5 Account holders

Some Services may require that you are sent a username and password that can be used to log in to access content or secure facilities. It is your responsibility to protect your password from disclosure to unauthorised individuals. You agree to be responsible for:

- all activities that occur under your username and password;
- maintaining the confidentiality of your password and the secure information disclosed to you;
- contacting us if the password becomes known to unauthorised personnel;
- contacting us if personnel who know the password leave the organisation;
- logging out at the end of each session.

1.6 Security and malware

The effective management and security of this Website requires that usage is occasionally monitored, and analysed for evidence of misuse and attempted or actual security breaches. If you violate these Terms of Use, including by unauthorised or improper usage, the EAGCG may record these activities and take appropriate action against you or, where applicable, an account you hold with the EAGCG. This action can range from issuing a warning, to the

termination of your account or access. The EAGCG reserves the right to report any offence to the proper authorities.

You acknowledge that the internet is an insecure public network which means there are risks that information sent to or from the Website may be intercepted, corrupted or modified by third parties. In addition, files obtained from or through the Website may contain malware. You agree that you bear the risks and responsibility for any loss or damage caused, directly or indirectly, by these risks.

1.7 Data formats and email

The EAGCG will generally accept email correspondence. Certain transactions may require identification of an individual, which may preclude a transaction being conducted electronically. You should confirm requirements with the relevant area of the EAGCG.

The EAGCG will direct email replies to the email address from which the communication was sent unless an alternative email address or form of communications is specified (for example, in a relevant agreement between you and the EAGCG).

All electronic addresses of the EAGCG and its employees published on this Website are for business purposes only. The EAGCG and its employees do not consent to receiving unsolicited commercial electronic messages not directly related to the EAGCG's business.

The EAGCG currently employs Microsoft Exchange Server and MS Outlook in its email system. These systems enable us to process the vast majority of modern email types and attachments. Attachment types can be in any standard format, including but not limited to MS Office, Word Perfect, JPG, GIF, BMP, MPEG, AVI.

The EAGCG employs an email content management system to scan all incoming and outgoing email. Please note that the receipt and dispatch of image and multimedia files is reviewed and may be blocked by the EAGCG's system as they are received, should any issue regarding their content be raised. The receipt of all other attachment types is logged by the system for future reference if required.

Total incoming email message size (including headers and attachments) is limited to 50Mb. Encryption of attachments, if used, should be discussed with the intended recipient before sending, however, PGP or any self-extractive archive is preferred. Winzip is the standard for compression. For files larger than 10Mb, please contact the EAGCG Secretary for large file transfer options.