



## NAATI WEBSITE TERMS & CONDITIONS OF USE

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### OVERVIEW

This website is operated by the National Accreditation Authority for Translators and Interpreters Ltd known as 'NAATI'. Throughout the site, the terms "we", "us" and "our" refer to NAATI. NAATI offers this website, including all information, materials and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site, using our online portal, accessing our materials (including forms, brochures and booklets) and/or purchasing something from us, you engage in our "service" and agree to be bound by the following terms and conditions ("terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access our website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new information, materials or services which are added to the current site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website.

It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

### SECTION 1 – COPYRIGHT NOTICE

© National Accreditation Authority for Translators and Interpreters Ltd 2018

Except as permitted by the copyright law applicable to you, **you may not reproduce or communicate any of the content on this website**, including downloadable files from this website, without the permission of the copyright owner.

The *Copyright Act 1968 (Cth)* allows certain uses of content from the internet without the copyright owner's permission. This includes uses by educational institutions and by Commonwealth and State governments, provided fair compensation is paid. For more information about these exceptions, please consult the Australian Copyright Council.

The owners of copyright in the content on this website may receive compensation for the use of their content by educational institutions and governments, including from licensing schemes managed by copyright agency.



## **SECTION 2 - GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve:

- a) transmissions over various networks; and
- b) changes to conform and adapt to technical requirements of connecting networks or devices.

Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of our products or services without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these terms.

## **SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## **SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES**

All fees and charges are listed in Australian currency (\$AUD) including GST where applicable. All payments are to be made in Australian dollars. Full payment is required with all applications and orders. We do not accept personal cheques (only Australian Money Orders, Bank Cheques and Overseas Drafts).

Fees and charges listed in NAATI materials are valid to 30 June of the current financial year and are subject to change without notice. Further, we reserve the right at any time to modify or discontinue the service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the service.



## **SECTION 5 - PRODUCTS OR SERVICES (if applicable)**

Certain products or services may be available exclusively online through the website. Products such as certificates, ID cards, translator stamps and services such as reissue or replacement of credential letters are non-refundable.

We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer.

All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the service will be corrected.

## **SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order or application you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, per application or per order. These restrictions may include orders or applications placed by or under the same Practitioner ID, Customer Number, the same credit card, and/or orders that use the same billing and/or shipping address.

In the event that we make a change to or cancel an order or application, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order or application was made.

You agree to provide current, complete and accurate purchase and account information for all purchases made and services accessed. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

## **SECTION 7 - THIRD-PARTY LINKS**

Certain content, products and services available via our service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.



Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 8 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions or, without a request from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us.

We are and shall be under no obligation:

- 1) to maintain any comments in confidence;
- 2) to pay compensation for any comments; or
- 3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the service or any related website.

You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **SECTION 9 - PERSONAL INFORMATION**

Your submission of personal information through our website is governed by our Privacy Policy. [Click here](#) to view our Privacy Policy.

## **SECTION 10 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the services that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, service descriptions, pricing, applications, offers, product shipping charges, transit times and availability.

We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders or applications if any information in the service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).



We undertake no obligation to update, amend or clarify information in the service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the service or on any related website, should be taken to indicate that all information in the service or on any related website has been modified or updated.

## **SECTION 11 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

- a)** for any unlawful purpose;
- b)** to solicit others to perform or participate in any unlawful acts;
- c)** to violate any international, federal, state or territory regulations, rules, laws, or local ordinances;
- d)** to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- e)** to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- f)** to submit false or misleading information;
- g)** to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- h)** to collect or track the personal information of others;
- i)** to spam, phish, pharm, pretext, spider, crawl, or scrape;
- j)** for any obscene or immoral purpose; or
- k)** to interfere with or circumvent the security features of the service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the service or any related website for violating any of the prohibited uses.

## **SECTION 12 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk.



### **SECTION 13 - TERMINATION**

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our services (or any part thereof).

### **SECTION 14 - CONTACT INFORMATION**

Questions about the Terms of Service should be sent to the Manager, Corporate Support and Governance care of [info@naati.com.au](mailto:info@naati.com.au) or posted to **PO Box 223, Deakin West, ACT 2600**.