

## CAF CIVICS EDUCATION COURSE – TERMS OF USE | 澳洲華人論壇 公民教育課程 – 使用條款

**Note :** The Terms of Use English version is on pages 1 to 3, the Terms of Use Chinese version is on pages 4 to 6, of this document.

筆記：使用條款英文版位於本文檔的第 1 至 3 頁，使用條款中文版位於本文檔的第 4 至 6 頁。

### **ENGLISH TERMS OF USE**

**WARNING! THIS IS A LEGALLY BINDING AGREEMENT THAT GOVERNS YOUR USE OF THE CHINESE AUSTRALIAN FORUM'S 'CIVICS FOR CHINESE AUSTRALIANS PROGRAM' AND RELATED MATERIALS.**

#### **1. Acceptance of Our Terms**

1.1 By visiting, viewing, accessing or otherwise using the Chinese Australian Forum's civics education courses for the Chinese Australian community, which include videos, printed materials, workbooks and workshops (the "**Civics Courses**") you agree to be bound by the terms of use set out in this document and any other terms and conditions which we introduce in connection with your use of the Civics Courses (together, the "**Terms of Use**") and you agree that these Terms of Use constitute a legally binding agreement between you and CHINESE AUSTRALIAN FORUM OF NSW INC (ABN: 51 130 412 996) ("**we**", "**us**", "**our**" or "**CAF**") and you shall be deemed to have accepted these Terms of Use, if you access and/or use the Civics Courses.

#### **2. Use of the Civics Courses**

2.1 The Civics Courses are accessible without charge via the CAF website at <https://www.caf.org.au/civicseducation> (the '**CAF Website**') for personal use only, unless you have otherwise obtained CAF's written approval or your use is authorised pursuant to these Terms of Use.

2.2 Any person, association or organisation that wishes to use, distribute or disseminate the Civics Courses commercially or other than authorised pursuant to these Terms of Use, must obtain the prior written consent from CAF and shall be required to pay a fee prior to commencement of such use.

2.3 If accessed via the CAF Website, the Civics Courses may be used for any educational purposes where participants do not pay to participate in such educational courses, or by any non-profit association or organisation, provided that the relevant user, association or organisation notifies the CAF of such use at: [info@caf.org.au](mailto:info@caf.org.au)

2.4 You promise that all information you provide to us will be (and will be kept) accurate, current and complete.

2.5 If you have questions or require information about authorised use of the Civics Courses or Course Materials (as defined in clause 4.1), or wish to arrange to use the Civics Courses or Course Materials in any way other than directly through the CAF Website, please contact us at: [info@caf.org.au](mailto:info@caf.org.au)

#### **3. Conditions of Use**

3.1 You may only use the Civics Courses and Course Materials for their intended educational purpose. You may not otherwise commercially use or exploit (including, without limitation, by way of selling, distributing, adapting, editing, changing, transforming, embedding, republishing, showing or playing in public, publishing or communicating) the Civics Courses or the Course Materials without our prior written agreement and we reserve all such rights in the Civics Courses and Course Materials.

3.2 Any of the content and materials contained in the Civics Courses must not be altered, changed, edited or manipulated in any way without CAF's permission. Any alteration, change, editing or manipulation of the Civics Course content or materials will constitute copyright infringement.

3.3 You acknowledge that you are responsible for any costs associated with accessing and using the Civics Courses. You are responsible for ensuring your computer system or mobile device (as applicable) is compatible with the Civics Courses and meets all relevant technical specifications necessary to access and use the Civics Course.

3.4 You agree that you shall comply with all reasonable requests from CAF in connection with the use of the Civics Courses.

#### **4. CAF's Ownership**

4.1 CAF owns or controls all right, title and interest (including copyright and other intellectual property rights) in and to the Civics Courses as well as all other information and material appearing in the Civics Courses or otherwise on the CAF Website, including (without limitation) our text, computer code, artwork, photographs, proprietary information, logos, images, music, audio material, video material and audio-visual material (together, the "**Course Materials**") and changes or additions to the Course Materials shall automatically be assigned to the CAF pursuant to these Terms of Use.

#### **5. Required Acknowledgments**

5.1 Any use of the Civics Courses must include an acknowledgement of CAF as the original creator and owner of the Civics Courses, by way of clearly displaying the following credit on (or in connection with) all digital, printed or otherwise distributed copies of the Civics Courses:

*"Civics Courses © Chinese Australia Forum 2022.  
Course materials courtesy of the Chinese Australian Forum".*

5.2 CAF acknowledges the funding provided by the National Foundation for Australia-China Relations to create the Civics Courses, and requires that any use of the Civics Courses by third parties must include the following acknowledgement by that third party:

*"The Chinese Australian Forum's civics education courses were developed and made available with the assistance of funding from the National Foundation for Australia-China Relations."*

#### **6. Termination and Suspension**

6.1 We reserve the right to suspend or terminate your permission to access and/or use the Civics Courses at any time for any or no reason at our sole discretion.

6.2 For so long as you use the Civics Courses, these Terms of Use will continue to apply. Terms that are to continue in perpetuity shall be unaffected by any termination of these Terms of Use.

#### **7. No Warranties or Guarantees**

7.1 The Civics Courses are provided 'as is' and you must not (and must not attempt to) alter, edit, interrupt or otherwise interfere with the Civics Courses, the Course Materials or the CAF Website (including, without limitation, no hacking, introduction of 'viruses', uploading of spyware). Further, you must not engage in crawling, scraping, caching or otherwise accessing any content in the Civics Courses or on the CAF Website via automated means or otherwise.

7.2 We make no representations or promises and give no warranties in connection with any of the Civics Courses or Course Materials. You understand and agree that your use of the Civics Courses and any information contained in the Civics Courses is entirely at your own risk. We make no representations as to the accuracy or completeness of any information contained in the Civics Courses or any third-party websites found by following any link or direction included in the Civics Courses.

7.3 The Civics Courses are intended to be educational only, and do not constitute, or mean to constitute, professional advice of any kind. If you require any advice or assistance in relation to any matter (including, without limitation, legal, financial, immigration or personal matters), then you should consult an appropriate professional.

## **8. Indemnification**

- 8.1 You agree to indemnify us (including our officers, employees, representatives, affiliates, agents and related parties, together "the indemnified") and hold the indemnified harmless from and against any and all liability, loss, claims, demands and/or expenses (including indirect and consequential losses), from any allegation arising out of (or relating to) your use of the Civics Courses or Course Materials or which the indemnified may incur as a result of any breach by you of these Terms of Use (including a breach of your warranties) or any negligent act or omission by you.

## **9. Limitation of Liability**

- 9.1 To the maximum extent permitted by law, all express or implied terms, conditions, warranties and representations in relation to the Civics Courses are expressly excluded. In particular, we make no promises that the Civics Courses will operate on your computer and we do not assume any responsibility for (and you agree we will not be liable for) any cost, damage or loss incurred by you as a result of using the Civics Courses (or the Course Materials) including arising from, or in relation to, any error, action, omission, "bug", "virus", interruption, interference, deletion, defect, delay in operation or transmission, communication line failure, unauthorised access to, or alteration of the Civics Courses or Course Materials, whether negligent or otherwise.
- 9.2 In no event will we (including our officers, employees, representatives, affiliates, agents and related parties) be liable for any: (a) direct loss; or (b) indirect or consequential loss (even if we are aware of the possibility of such loss or if such loss was otherwise foreseeable), including, but not limited to, loss of profits, production, data, opportunity or goodwill; or (c) business interruption; however caused and on any theory of liability, including without limitation, contract or tort (including negligence or otherwise) arising during and/or as a result of your use of the Civics Courses or the Course Materials.
- 9.3 If you become aware of any incorrect information in the Civics Course or otherwise have any suggestions in connection with the Civics Courses, then please promptly notify us.

## **10. Jurisdiction**

- 10.1 You understand and agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia to resolve any legal matter arising in connection with the Terms of Use.

## **11. Unenforceable provisions**

- 11.1 If the courts of New South Wales rule that any provision of the Terms of Use is invalid or unenforceable, then that provision will be removed or read down and amended, and the remaining provisions will continue to be valid and enforceable.

## **12. Changes to the Terms**

- 12.1 We reserve the right to modify these Terms of Use from time to time at our sole discretion and without any notice. We will endeavor to notify you of any changes to these Terms of Use, but you agree to regularly check these Terms of Use for updates. Unless otherwise notified, changes to these Terms of Use become effective on the date they are posted and your continued use of the Civics Courses, Course Materials or CAF Website after any changes to these Terms of Use will signify your agreement to be bound by the amended Terms of Use.

## **13. Relationship**

- 13.1 Nothing in these Terms of Use is intended to create, nor does create, a partnership, agency, employment or fiduciary relationship between us and you.

## 中文使用條款

警示！这是一份具有法律约束力的协议，用于您使用澳华论坛（CAF）的“澳籍华人公民课程”和**相关材料**。

### 1. 接受我们的条款

1.1 如果您浏览，查看，访问或以其他方式使用澳华论坛上面向澳籍华人开设的公民教育课程，包括视频，印刷材料，练习册和研讨会（即“公民课程”），**您同意遵守本文件中规定的使用条款以及我们提出的以您使用公民课程相关的任何其他条款和条件（合称：“使用条款”）。**您同意这些使用条款构成您与澳华论坛有限公司CHINESE AUSTRALIAN FORUM OF NSW INC(澳洲商务税号ABN：51 130 412 996，即该文件中的“我们”，“我们的”，或“CAF” )之间具有法律约束力的协议。如果您访问和/或使用公民课程，您应被视为已经接受了这些使用条款。

### 2. 公民课程的使用

- 2.1 公民课程可在CAF网站上免费获取，网址是<https://www.caf.org.au/civicseducation> (即‘CAF网站’)。该公民课程仅供个人使用，除非您已获得CAF的书面批准或您的使用是根据本使用条款授权的。
- 2.2 任何人士、团体或组织如欲将公民课程用于商业用途或非经本使用条款授权的用途，必须事先取得CAF的书面同意，并须在开始使用前缴付费用。
- 2.3 通过访问CAF网站，公民课程可用于一些教育用途。该教育用途包括不付费就可参加的此类教育课程，或由任何非营利协会或组织使用，前提是相关用户、协会或组织已将此用途通过电子邮件通知了CAF，电子邮件地址是：[info@caf.org.au](mailto:info@caf.org.au)
- 2.4 **您承诺**您提供给我们所有信息都是（并将保持）准确、最新和完整的。
- 2.5 如果您**对**公民课程或课程材料（定义见第4.1条）的授权使用有疑问或需要相关信息或需要安排无法在CAF网站上直接获取其他的公民课程或课程材料，请通过以下方式联系我们：[info@caf.org.au](mailto:info@caf.org.au)

### 3. 使用的条件

- 3.1 **您只能将**公民课程或课程材料用于其预定的教学目的。未经我们事先书面同意，您不得以其他方式进行商业使用或利用公民课程或课程材料（包括任何通过销售、分发、改编、编辑、修改、嵌入、再版、公开展示或播放、出版或传播等方式）。我们保留对公民课程或课程材料的所有此类权利。
- 3.2 未经CAF允许，公民课程所包含的任何内容和材料不得以任何方式修改、更改、编辑或篡改。任何修改、更改、编辑会操控篡改公民课程内容或材料将构成侵权。
- 3.3 **您同意您将承担**与访问和使用公民课程相关的任何费用。您有责任确保您的计算机系统或移动设备（如有）与公民课程兼容，并满足访问和使用公民课程所需的所有相关技术规范。
- 3.4 **您同意您应遵守**CAF关于使用公民课程的所有合理要求。

#### 4. CAF的所有权

- 4.1 CAF拥有或控制与公民课程相关的所有权利、所有权和利益（包括版权和其他知识产权），以及出现在公民课程或CAF网站上所有其他信息和材料，包括任何我们的文本、计算机代码、艺术品、照片、专有信息、标识、图像、音乐、音频材料、视频材料和视听材料（合称：课程材料）。课程资料的变更或补充的所有权利、所有权和利益根据本使用条款自动归CAF所有。

#### 5. 认知要求

- 5.1 任何使用公民课程的用户必须承认CAF是公民课程的原始创建者和所有者，因为在公民课程的所有电子、打印或以其他方式发放的材料或与之相关的材料上都清楚的显示以下字样：

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*课程材料由澳华论坛提供”。*

*“CivicsCourses © Chinese Australia Forum 2022.*

*Course materials courtesy of the Chinese Australian Forum”。*

- 5.2 CAF感谢澳中基金会为创建公民课程提供的资金，并要求第三方使用公民课程时必须包含该第三方的以下确认：

*“澳华论坛的公民教育课程是在澳中基金会的资助下开发和提供的。”*

*“The Chinese Australian Forum’s civics education courses were developed and made available with the assistance of funding from the National Foundation for Australia-China Relations.”*

#### 6. 终止和暂停

- 6.1 我们保留在任何时间以任何理由或无理由自行决定暂停或终止您访问或使用公民课程的权利。
- 6.2 只要您使用公民课程，这些使用条款将继续适用。若有任何终止使用此条款的发生，并不影响此条款的法律永久效用。

#### 7. 无保障或担保

- 7.1 公民课程按“现状”提供，您不得（也不得试图）更改、编辑、中断或以其他方式干扰公共课程、课程材料或CAF网站（包括任何黑客攻击、引入‘病毒’、上传间谍软件。此外，您不能通过自动或以其他方式在公民课程或CAF网站上进行爬虫、截取、缓存或以其他方式访问任何内容。
- 7.2 我们不对任何公民课程或课程材料做出任何陈述或承诺，亦不做出任何保证。您使用公民课程和公民课程中所包含的任何信息的风险，您理解并同意这些风险完全由您自行承担。对于公民课程或通过点击公民课程中任何链接或页面找到的任何第三方网站所包含的任何信息的准确性或完整性，我们不做出任何声明。
- 7.3 公民课程仅用于教育目的，不构成或意味着构成任何形式的专业建议。如果您就任何事宜（包括任何法律、财务、移民或个人事宜）需要任何建议或协助，您应咨询相关专业人士。

#### 8. 赔偿

- 8.1 如因您违反本使用条款（包括违反您的保证）或您任何疏忽行为或蓄意疏忽而导致我方（包括我方高级人员、雇员、代表、关联公司、代理人和关联方，统称“应受补偿人”）遭受任何指控，您同意保障应受补偿人免受任何责任、损失、索赔、要求和/或费用（包括间接和所造成的结果）。

## 9. 责任限定

- 9.1 在法律允许的最大范围内，所有与公民课程有关的明示或隐含条款、条件、保证和陈述均无法律责任。特别是，我们不承诺公民教育课程一定会在您的计算机上运行，并且我们不对您因使用公民教育课程或课程材料而产生的任何费用、损害或损失承担责任（您也同意我们不承担这些责任），比如您在使中引起或与之相关的行为（无论是疏忽还是其他原因），包括任何错误、动作、“遗漏”、“病毒”、中断、干扰、删除、缺陷、操作或传输延迟、通信线路故障、未经授权访问或更改公民课程材料。
- 9.2 在任何情况下，我们（包括我方的高级人员、雇员、代表、关联公司、代理人和关联方）都不会对以下任何情况承担责任：（a）直接损失，或（b）间接或所造成的结果（即使我们知道该损失的可能性或该损失是可预见的），包括任何利润、生产、数据机会或商誉的损失（c）业务中断，无论是造成的和任何理论上的责任，包括任何在使用公民课程期间和/或由于使用公民课程或课程材料而产生的合同或侵权行为（包括疏忽或其他方式）。
- 9.3 如果您发现公民课程中有任何不正确的信息或对公民课程有任何建议，请及时通知我们。

## 10. 管辖权

- 10.1 您理解并同意澳大利亚新南威尔士州法院对此条款享有独家管辖权，并以此解决因使用条款而产生的任何法律事项。

## 11. 不可执行条款

- 11.1 如果新南威尔士州法院裁定使用条款的任何条款无效或不可执行，该条款将被删除或重新解读并修改，其余条款将继续有效并可执行。

## 12. 条款变更

- 12.1 我们保留在不通知任何人的情况下，自行决定不时修改这些使用条款的权利。我们将尽力将这些使用条款的任何变更通知您，而您也同意定期查看这些使用条款的更新。除非另行通知，对这些使用条款的更改自发布之日起生效，在这些使用条款发生更改后，如您继续使用公民课程、课程材料或CAF网站，我们将认为您已经同意受修订后的使用条款的约束。

## 13. 关系说明

- 13.1 本使用条款中任何内容均无意在您与我们之间建立合作关系、代理关系、雇佣关系或信托关系。