

ACMS Terms of Use

Seventh-day Adventist Church (SPD) Limited ABN 590 931 17689 (**we or us**) provide this church membership management system (**ACMS**) for use by local Seventh-day Adventist Churches, local Conferences, Unions and the South Pacific Division (**Church Organisations**).

These terms and conditions have been developed to ensure that you understand the legal terms that govern your use of the ACMS. By using ACMS you must abide by this (**Policy**) and any other rules or policies applicable to services provided through ACMS, as amended by us from time to time. You must therefore read and agree to the following terms and conditions before accessing and using ACMS.

1. We may vary or amend these terms and conditions at any time. Any changes to these terms and conditions will be effective immediately from the time, we update these terms on the ACMS website or we notify you in any other way. We recommend you print a copy of these terms and conditions for your records.
2. ACMS is provided solely for your non-commercial use as a user authorised by your Church Organisation. ACMS must only be used in connection with the activities of your Church Organisation and must not be used for any commercial purpose. You must only use ACMS for the purpose we provide it, and in accordance with local Privacy legislation. You must immediately cease using ACMS if you cease being authorised to use it on behalf of the relevant Church Organisation for which you have access.
3. You must maintain the secrecy of any passwords provided to or used by you in order to use ACMS and accept full liability for the conduct of any person using your password. You must immediately notify us if there is any breach of security or unauthorised disclosure or use of your password. You must log out any device connected to ACMS before leaving the device unattended.
4. We may terminate or suspend your access to ACMS at any time without cause and without notice.
5. You agree to us communicating with you by electronic messages.
6. You understand that all systems and technical support will be handled through your Conference Membership Clerk.
7. We use every reasonable care in providing ACMS. Information stored in ACMS is, however, provided by third parties, including other users, and we are under no obligation to verify this information.
8. We make no statements or guarantees relating to the operation of ACMS, or that the information and material provided through ACMS are accurate, suitable for you, always available, complete or current or free of harmful computer viruses, data, code or programs. We strongly recommend you ensure you are using an up to date virus scanner.
9. Any personal information, e-mail addresses or other contact information provided in or accessible through ACMS must not be harvested for use in another database or used to send commercial electronic messages or be placed on any e-mail distribution list unrelated to your Church Organisation's activities.
10. You must comply with the relevant privacy legislation in your country when collecting, using or disclosing personal information that is stored in ACMS, even if you are not required to do so by law. In Australia this is the National Privacy Principles and the Privacy Act.
11. Our systems administrators and one or more administrators within your local Conference office will have access to the data you enter into ACMS to assist in the administration of the database

12. We may provide de-personalised demographic information to third parties. This is primarily for statistical and reporting purposes.
13. If a person requests to become a member of another Church, we may provide that Church with access to the personal information of that person stored in ACMS, including information you have entered. If a person ceases to be a member of your Church Organisation, we may remove your access to that information.
14. You agree to us handling personal information you submit to ACMS in accordance with ACMS Membership [Privacy Policy](#) and agree to be bound by your obligations set out in it.
15. At any time and without notice or liability, we may change the content, format or method of delivery of ACMS, withdraw any material or services provided, or refuse to allow any user or third party access to ACMS.
16. You are liable for any claims by other users, third parties or us for loss, damage, costs or expenses suffered in connection with your use of ACMS and material that you provide us (including claims it is defamatory or infringes privacy, confidentiality or intellectual property rights) and you must indemnify us and our officers, employees, agents, contractors and advisors against any such claims.
17. To the full extent permitted by law:
 - (a) we take no responsibility and disclaim all liability for information or services provided through ACMS, or for decisions made on the basis of information shown or not shown through ACMS, whether due to our negligence or otherwise;
 - (b) we disclaim all liability for any claims, loss, damage, costs (including legal costs), expense or liability of any kind suffered by you or any other person in connection with ACMS, whether direct, indirect, consequential or special and whether we were aware of the possibility of that loss or damage or whether it was due to our negligence or otherwise. You unconditionally release us and our officers, employees, agents, contractors and advisors from any such liability;
 - (c) we exclude all terms and warranties implied by law. If a term or warranty cannot be lawfully excluded, we limit our liability to the extent permitted by law to, at our option and where applicable, resupplying or the cost of you acquiring the relevant services;
 - (d) we will not be liable in any circumstances for any delays or interruptions in the provision of ACMS.
18. Access to and use of ACMS is governed by the laws of states and territories of Australia and you agree to be bound by the laws and submit to the jurisdiction of the Courts of the relevant state or territory.
19. We may transfer or sublicense our rights and obligations under these terms and conditions but you may not.
20. The use of the word “including” in these terms and conditions is not to be taken as limiting the meaning of the words preceding it.
21. Any provision of these terms and conditions that is invalid in any place is only invalid in that place to that extent, without invalidating or affecting the remaining provisions of these terms and conditions or the validity of that provision in any other place.
22. If you do not agree to be bound by these terms and conditions, you must not log into or use ACMS.

ACCEPTABLE USE POLICY

As part of this policy we have developed a statement of acceptable use:

1. You:
 - (a) agree that you will be bound by this Policy;
 - (b) warrant that personal information that you enter into ACMS (**Content**) has been collected in accordance with the National Privacy Principles and the Privacy Act or other relevant legislation in your country; and
 - (c) warrant that the Content and any use of the Content by us is in accordance with this Policy, and our [Privacy Policy](#), and will not infringe or cause the infringement of the intellectual property rights, privacy or confidentiality of any person.
2. You must:
 - (a) only use the services and other content provided through ACMS for the purposes they are provided, that is, to enter and access information regarding members or prospective members of your local Church for the purpose it was collected (**Purpose**);
 - (b) only use ACMS for your non-commercial use as a user authorised by your local Church;
 - (c) indemnify us against all claims, loss or damage we suffer (including indirect and consequential loss or damage and all legal expenses) as a result of your breach of this Policy or otherwise arising from the Content.
3. You must not engage in any prohibited conduct (**Prohibited Conduct**) in connection with ACMS (whether by entering or otherwise making the Content available through ACMS or using ACMS to encourage or assist a person to engage in Prohibited Conduct outside ACMS). Prohibited Conduct includes:
 - (a) conduct that is unlawful, obscene, profane, sexually explicit, defamatory, vilifying, racist, threatening, harassing, abusive, tortious, unlawfully discriminatory, offensive, objectionable or inappropriate, or might cause harm of any kind to any person or to us or which might encourage illegal activities or other Prohibited Conduct, including entering personal information about a person that is untrue, unverified, unfair, malicious, rumour, gossip, innuendo or unrelated to the Purpose;
 - (b) soliciting the passwords or personal identifiers of any other person;
 - (c) breaching any applicable laws or entering or using any Content that you are not legally entitled to (including confidential information of any person);
 - (d) false or misleading behaviour including fraudulently or otherwise misrepresenting yourself to be another person, a representative of us or any other entity or as having an affiliation with a person, entity or group that you do not have;
 - (e) entering or making available any prohibited content (**Prohibited Content**);
 - (f) infringing the privacy of another person;
 - (g) transferring your ACMS account or enabling any other person to use your ACMS account, username or password;
 - (h) using or attempting to use the account, username or password of another ACMS user;

- (i) obtaining or attempting to obtain unauthorised access to or interfere with the performance of the computer systems or telecommunications systems and links that support ACMS or of other ACMS users; and
 - (j) disguising the origin of any material transmitted to or through ACMS (including by forging message or packet headers).
- 4. Prohibited Content is determined by us, in our sole discretion, and includes but is not limited to:
 - (a) Content that infringes the intellectual property of other people;
 - (b) false, misleading or deceptive Content;
 - (c) Content that if classified would be classified M, MA, R, X or refused classification;
 - (d) Content that can be construed as or causes, encourages or promotes Prohibited Conduct;
 - (e) Content that contains viruses or code designed or intended to disrupt, impair, harm or destroy the performance of any hardware or software belonging to any other person;
 - (f) Content that contains or is associated with spam, junk mail, chain letters, bulk unsolicited messaging, unauthenticated virus warnings or any form of unauthorised advertising or other communications;
 - (g) Content that is not in English;
 - (h) Other illegal Content, including content that describes or otherwise incites criminal activity.
- 5. We reserve the right but have no obligation to remove, withhold, edit, rephrase and monitor any Content you submit to ACMS without any notice to you. You waive any rights you may otherwise have against us in relation to such removal or modification.
- 6. You acknowledge and agree that:
 - (a) we may investigate all actual or suspected breaches of this Policy, take legal action and refer any suspected offenders to relevant authorities;
 - (b) we may amend the Policy at any time without notice by posting the updated policy on a page linked from ACMS;
 - (c) we may terminate the access of any user or third party to ACMS at any time, including as a result of a breach of this Policy, without notice or liability.