



The following terms and conditions govern the Australian Refrigeration Mechanics Association (ARMA) Membership and the benefits available thereunder (the "ARMA Service").

**ALL PERSONS SUBSCRIBING TO THE ARMA SERVICE ARE URGED TO READ THE MEMBERSHIP TERMS & CONDITIONS CAREFULLY AND IF YOU HAVE ANY QUESTIONS TO CONTACT AN ARMA REPRESENTATIVE AT ATTN: MEMBERSHIP, ARMA, 38 Ceduna Street, Loganholme QLD 4129.**

This membership terms & conditions (the "Membership Terms & Conditions," or "Agreement") is made between Australian Refrigeration Mechanics Association, Inc. ("ARMA"), a Not for Profit organisation with executive offices at 38 Ceduna Street, Loganholme QLD 4129 and the person registering for membership or otherwise specified on the ARMA membership card. ("You" or the "Member").

- 1. Description of ARMA Services.** Each Member is entitled to receive discounts and other benefits on specified industry-related and other products and services offered by participating vendors ("Benefits").
  - a. All Benefits, including, without limitation, a then current listing of participating vendors, are accessible online at <http://www.arma.org.au> (the "Benefits Website"). To access Benefits or information related to Benefits or the ARMA Service from the Benefits Website, a Member will be required to be a member in good standing and enter his or her ARMA registered username and password.
  - b. Discounts and other Benefits available to Members are based upon negotiated group discounts from participating vendor's usual and customary fees, or on national or regional fees for such Product. A Member's actual savings and benefits will vary depending upon Member's physical location in Australia and the specific Benefit. Discounts and other Benefits available to Members may not be combined with discounts from any other discount program.
  - c. All Benefits are subject to discontinuation, change, modification, improvement or substitution without notice and ARMA makes no representations or warranties with respect to, and accepts no responsibility or liability for, out of date or erroneous information related thereto.
  - d. ARMA has negotiated with the providers of Benefits in an attempt to acquire the best possible products, services and discounts for its members.
  - e. The membership fee for the ARMA Service is \$130.00 for a regular membership and \$30.00 for an apprentice or student membership (subject to certain additional requirements as proscribed by ARMA), which are non-refundable and payable for the Member's annual subscription to the ARMA Service.
- 2. Membership Term; Renewals.** A Member shall be entitled to all of the Benefits available to Members of the ARMA Service for the ensuing twelve-month period under the annual plan, commencing on the date of acceptance of the Member's application for enrolment for each twelve-month period thereafter (the "Membership Term"). ARMA reserves the right, at its sole discretion, to change the terms and conditions of this Agreement at any time, with or without notice to any Member, or to cancel this Agreement or the ARMA Service.

- 3. Electronic Disclosure and Consent.** Your submission of an electronic application shall constitute your consent to receive any and all disclosures, notices and other communications including any notice that may be legally required to be provided to you regarding this Agreement, in electronic form. ARMA will provide all future disclosures and notices by sending an alert to the electronic mail address that you have provided. At your request, ARMA agrees to provide you with a paper copy of any amendments to this Agreement but ARMA will charge you a processing fee and a shipping fee for such service. You may request paper copies of required notices by sending such request to Attn: Membership, ARMA 38 Ceduna Street, Loganholme QLD 4129.
- a. You have the right to withdraw this consent, but if you do ARMA will immediately terminate this Agreement and/or the ARMA Service. To withdraw your consent, please contact ARMA by sending such request to Attn: Membership, ARMA 38 Ceduna Street, Loganholme QLD 4129.
  - b. In order for you to access and retain this information, your system must meet the following requirements: (1) A PC or Macintosh compatible computer or other Internet-ready device, (2) Internet Access, (3) An Internet browser such as Internet Explorer 7.0 or above, or another such equivalent Internet browser. In order for you to print or download disclosures you must have a printer connection from your PC or sufficient hard-drive space available to save the disclosures. Your submission of an online application shall constitute your acknowledgement that you have access to the software and hardware necessary to receive via electronic means these disclosures and notice of any changes to the software and hardware requirements.
  - c. It is your responsibility to maintain accurate contact information in your member profile and contact ARMA immediately if your electronic or Australian mail address changes and you are unwilling or unable to update the information online. You can contact ARMA to inform ARMA of such changes through the website.
- 4. Website.** The [www.arma.org.au](http://www.arma.org.au) website you agree to be bound by these Terms of Use, whether or not you register as a member of ARMA. **If you object to anything in this Agreement or the [www.arma.org.au](http://www.arma.org.au) Privacy Policy, do not use the Website or the Service.**
- a. **Viruses** Although we take reasonable steps to prevent the introduction of viruses or other destructive materials to our website or on-line service, we do not guarantee that the service or materials that may be available from our website do not contain such destructive features. We shall not be liable for any damages or liability attributable to such features. If you use any materials available through this website, you do so solely at your own risk.
  - b. **Site Access** Access to our site may be interrupted, restricted or delayed from time to time. We will not be liable for damages or costs in these circumstances.
  - c. **Prohibitions** You are responsible for ensuring that no material you post, or which is posted through a machine on which you access ARMA nor any activity or communication you make in connection with any of ARMA website will be capable of,
  - d. Infringing the intellectual property, right to privacy, or other rights of any person or entity,
  - e. Breaching any applicable law, whether criminal, tortuous or otherwise,
  - f. Appearing to be offensive, threatening, harassing, obscene, pornographic, fetish, false, unreliable or misleading, or,
  - g. Being considered spam or unwanted advertising of products or services. **Applicable Law and Jurisdiction**
  - h. ARMA website is operated and controlled in Australia. These terms and conditions and any agreements with ARMA arising from our website are governed by Australian law. Any dispute arising in relation to these terms and conditions and any

agreement arising from our website will be heard in Australia and resolved in accordance with Australian law.

- i. **Password and Sign in Security** You are responsible for any use of our on-line service with your password and protecting your password from unauthorised use. You are also responsible for the security of any computer where you choose to remain signed into [www.arma.org.au](http://www.arma.org.au)
  - j. **Links** The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because ARMA has no control over such sites and resources, you acknowledge and agree that ARMA is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources.
  - k. You further acknowledge and agree that ARMA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such Content, goods or services available on or through any such site or resource.
- 5. ARMA Service Fee; Renewal Fees.** The current ARMA Service membership fee (the "Service Fee") will be automatically billed to Member's designated credit card account or other authorized billing source (e.g., debit card) on an annual or monthly recurring basis as authorized upon enrolment. Any Member who uses a debit card as the designated credit card account acknowledges that **ARMA will not be responsible for any fees or penalties associated with insufficient funds, bounced checks or any other form of fee due to a charge of the Service Fee to a debit card provided by the Member.** Unless Member cancels membership in the ARMA Service or alters their auto-renewal status through the member profile online pursuant to Section 5 of this Agreement prior to the end of Member's then-current Membership Term, ARMA will automatically renew membership at the end of such then-current Membership Term as authorized upon enrolment and bill the then-current renewal Service Fee to the designated billing source.
- 6. Right to Cancel; Refund of ARMA Service Fee.** Members have the right to terminate this Agreement and membership in the ARMA Service at any time. A Member may cancel this Agreement and membership in the ARMA Service, or their auto-renewal, through their member profile, once logged into the website; or by sending such request to Attn: Accounting, ARMA, 38 Ceduna Street, Loganholme QLD 4129. If a Member cancels their membership before the end of a Membership Term for which Member has paid the Service Fee, the Member cannot receive a refund of such Service Fee nor any portion thereof. Due to the nature of the services provided by ARMA (many of which are accessible immediately upon acceptance) it is understood that refunds cannot be issued. Member will remain liable for any other fees or charges to be paid pursuant to this Agreement or the ARMA Service. If Member feels that they have been billed multiple times for the Member Service for one Membership Term, Member should promptly send notice of such, including all membership contact details, billing dates, transaction details and the credit card and/or debit card number that it was billed to Attn: Accounting, ARMA, 38 Ceduna Street, Loganholme QLD 4129 and also to [support@arma.email](mailto:support@arma.email)
- 7. Disclaimer of Liability.** Vendors. ARMA shall have no liability in regard to any services provided, or to be provided, by any non-affiliated third-party sponsor, affiliate or vendor ("Vendor"). All Vendors are independent contractors and not employees, partners or joint venture partners with ARMA. ARMA shall have no liability in regard to any Benefits provided, or to be provided, by any Vendor. You agree that claims with regard to services shall be made against the Vendor providing or performing such services and not ARMA. Although ARMA upon request by the member, will endeavour to intervene in conjunction with a member experiencing a problem or discrepancy with a Vendor, in the event any product or service purchased by a Member is cancelled, modified, defective, or otherwise unsatisfactory to the Member, the Member will look solely to the provider, seller, merchant or manufacturer of the product or service for any repair, exchange, refund or satisfaction of

claim. Member understands and acknowledges that ARMA cannot force vendors to provide any product, service or promotion and that Vendors are free to run their businesses as they see fit and begin/halt such efforts at their own discretion.

8. **ARMA Member Representation and Obligations.** In return for the discounts and benefits available under the ARMA Service, each Member acknowledges such Member's obligations to ARMA as follows: (a) you have read the "Membership Terms & Conditions" carefully, and understand the provisions of the ARMA Service and the billing method for the payment of the annual Service Fee; (b) You may cancel your membership in the ARMA Service at any time prior to the conclusion of the then current Membership Term and will not be entitled to a refund of the pro rata unused portion of the Service Fee, (c) the Membership Term will renew automatically effective the first day following the conclusion of the existing Membership Term unless you elect to cancel in accordance with this Agreement; (d) the benefits of membership in the ARMA Service are not assignable without the express written consent of ARMA and you will use your membership only for personal, individual use or for the benefit of yourself. For purposes of this Agreement, "Individual" shall be limited to the Member. **You agree not to share any proprietary information supplied you by the ARMA including but not limited to coupon codes, discounts, incentives, and the like to any third-party, individual, entity or institution. A violation of this provision will result in your forfeiture of membership in the ARMA Service, potential legal action from ARMA and its Members and/or potential legal action from the Vendor;** and (e) ARMA assumes no responsibility for the payment of or contribution to any use or sales tax on Benefits that may be imposed by any state or federal taxing authority and such taxes, to the extent imposed, shall remain the sole responsibility of the Member or the direct provider of the Benefits, as the case may be.
9. **Governing Law; Arbitration.** This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the Australian States, Territories and Commonwealth Governments. Any dispute arising between you and ARMA will be submitted to arbitration in the State/Territory of the member's residence or the Commonwealth, whichever is applicable, in accordance with the rules of the Australian Securities and Investments Commission or the Australian Charities and Not for Profits Commission, whichever is applicable then in effect. Nothing herein stated shall deprive you of the benefits of your state's consumer protection laws.
10. **Disclaimer of Warranties.** ARMA is not a merchant, manufacturer, or direct provider for many of the Benefits made available to Members. **ACCORDINGLY AND UNLESS A VENDOR HAS AGREED OTHERWISE, ALL PRODUCTS, SERVICES, ADVICE, MERCHANDISE AND INFORMATION AVAILABLE TO MEMBERS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE ABOVE, NO WARRANTY OR GUARANTY IS GIVEN REGARDING THE COMPLETENESS, ACCURACY, RELIABILITY OR QUALITY OF ANY INFORMATION, CONTENT, DATA, SERVICE, ADVICE, SERVICE, PRODUCT OR MERCHANDISE PROVIDED OR AVAILABLE TO, OR PURCHASED BY MEMBERS THROUGH THE BENEFITS WEBSITE OR OTHERWISE THROUGH HIS OR HER MEMBERSHIP IN THE ARMA SERVICE.**
11. **General Release.** Each Member, for himself/herself, who uses the Benefits available through the ARMA Service ("**Membership Beneficiary**"), **hereby forever releases, acquits and discharges ARMA from any and all liabilities, claims, demands, actions and causes of action that such Member or such Member's legal representatives may have by reason of any monetary damage or personal injury sustained as a result of or during the use of any and all Benefits available through the ARMA Service. The sole recourse available to a Member, Membership Beneficiary or their legal representatives shall be the cancellation of the Membership.**

**12. Receipt of Mail.** ARMA cannot guarantee that it receives any mail that Member claims to have sent. Member should, at Member's own expense, send any notices to ARMA in a form to ensure to Member that their communication arrived at ARMA, which form may include but not be limited to Express, Standard, Registered Return Receipt Requested and Australia Post Certified Mail.

**13. Entire Agreement.** The foregoing Membership Terms & Conditions contain the entire terms and agreements in connection with Member's participation in the ARMA Service and no representations, inducements, promises or agreement, or otherwise, between ARMA and the Member not included herein, shall be of any force or effect. If any of the foregoing terms or provisions shall be invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby.

**14. Binding Effect.** The foregoing Membership Terms & Conditions shall be binding upon and inure to the benefit of ARMA and the Member as well as their respective successors and permitted assigns.