

## **WEBSITE, MOBILE APP TERMS & CONDITIONS OF USE**

### **INTRODUCTION**

The Information Systems Audit and Control Association Canberra Chapter (**ISACA Canberra, we, us, our**) is an affiliate of the Information Systems Audit and Control Association, Inc., (**ISACA USA**) a California not-for-profit corporation.

The Terms & Conditions ("Terms") below are flowed down from ISACA USA & modified for compliance with Australian laws. References to ISACA below includes both references to ISACA Canberra or ISACA USA unless otherwise specified.

These Terms apply when you access, use, or visit websites owned and operated by ISACA Canberra, ISACA USA, CMMI® Institute, and their related or affiliated companies, including those located at <https://www.isaca.org>, <https://cmmiinstitute.com> or other websites and mobile applications licensed to or owned by ISACA Canberra or ISACA USA or other affiliates that link to these Terms (collectively, the "Site"), or any, or products or services, platforms, tools, guides, self-assessments, events, newsletters, publications, chatrooms, live sessions, webinars, video presentations, social media postings, applications, email communications, research reports, or other features available on websites and mobile applications owned and operated by ISACA or our affiliates that link to these Terms (together with the Site, the "Services"). Please read these Terms carefully because they contain important information about your legal rights, remedies, and obligations.

By accessing or using the Site or Services, you are agreeing to the terms and conditions of these Terms, without modification, and entering a binding contract with us that governs our Services and your use of the Site and Services.

Your continued access and use of the Site and Services is conditional on your acceptance of and continued compliance with the terms and conditions set out below. These Terms will govern your use of any new features that augment or enhance the current Services. By accessing, browsing, using and/or downloading the pages in this Site, by making a purchase through the Site, or by registering to become a Member or to attend one of our conferences, webinars, trainings or events, or using our any of our Services you agree to accept and comply with these Terms.

[ISACA Canberra's Privacy Policy](#) explains our collection, use, transmission and disclosure of the personal data provided by or collected from you. By agreeing to be bound by these Terms, you are also agreeing that you have read and understood the collection, use, transmission and disclosure of your personal data as described in the Privacy Policy.

If you do not agree to accept and comply with the Terms, you must immediately stop accessing, browsing or otherwise using our Services.

Occasionally we may make changes to the Terms. When we make material changes to the Terms, we will provide you with notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the Services or by sending you an email. In some cases, we will notify you in advance, and your continued use of the Services after the changes have been made will constitute your acceptance of the changes. If you do not wish to continue using the Services under the new version of the Terms you may terminate your account by contacting us.

## **2. YOUR USE OF OUR SERVICES**

### **2.1 Representations Regarding Your Use of the Services.**

When you use the Services, you represent that: (a) the information you submit to the Services is truthful and accurate; (b) your use of the Services does not violate any applicable law or regulation; and (c) you are of sufficient legal age or otherwise have legal capacity to legally enter into these Terms. If you are under the age of 18, you represent that your legal guardian has reviewed and agreed to these Terms.

## **2.2 Account Registration.**

For certain aspects of, you may be asked to register an account. In the event you agree to register an account, you will select and/or receive a username and secure password upon providing registration information and successfully completing the registration process. This account is personal to you and you may not under any circumstances share it or allow any other person to utilize your account. You may never use another's account without permission. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password. You agree to immediately notify ISACA in the event that your registration information changes, or you learn of or have reason to suspect any unauthorized use of your account or any other breach of security. You also agree that you will provide truthful and accurate information during the registration process. ISACA may refuse to grant a particular username to you for any reason.

## **2.3 Management of the Services.**

We reserve the right, but do not undertake the obligation to:

- (i) monitor or review the Site and Services for violations of these Terms, and for compliance with our policies;
- (ii) report to law enforcement authorities and/or take legal action against anyone who violates these Terms;
- (iii) refuse, restrict access to or the availability of, or remove, delete, edit or disable (to the extent technologically feasible) any ISACA Content or any portion thereof;
- (iv) manage the Site and Services in a manner designed to protect our and third parties' rights and property or to facilitate the proper functioning of the Site and Services; and/or
- (v) terminate or block your use of the Site or Services for violating these Terms.

## **2.4 Our Rights to Restrict, Revoke or Terminate Access.**

Without limiting any other provision of these Terms or any remedy we may have under law or in equity, we reserve the right to, in our sole discretion, and without notice or liability, restrict or deny access to the Site or Services, or to terminate the user account of any person for any reason or for no reason at all, including without limitation for breach of any representation, warranty or covenant contained in these Terms, or of any applicable law or regulation. Upon termination, you must cease all use of any ISACA Content and Services.

## **3. ACCEPTABLE USE**

### **3.1 Prohibition on Transmission of Sensitive Information.**

You are prohibited from transmitting any "Sensitive Personal Data" over the Site. Sensitive Personal Data includes, but not be limited to, any information about yourself or another person that may relate to health or medical conditions, social security/social insurance numbers or national identifiers, credit card or bank account or other financial information (except to make a Purchase), information concerning trade union membership, sex life, political opinions, criminal charges or convictions, religious or philosophical beliefs, racial or ethnic origin, genetic data, biometric data, or other sensitive matters.

### **3.2 Prohibited Uses of the Services.**

You are prohibited from:

- (i) using the Services to send or post harassing, abusive, or threatening messages;
- (ii) transmitting through the Services any information, data, text, files, links, software, or other materials that are unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene,

pornographic, hateful, racially, ethnically or otherwise objectionable, soliciting passwords or personal information for commercial or unlawful purposes, including hidden pages, links or images, providing instructional information about illegal activities, or which threatens our relationships with our partners, customers or suppliers;

- (iii) attempting to conceal or misrepresent the identity of the sender or person submitting the information, or otherwise invade someone's privacy;
- (iv) disrupting the normal flow of the Services, including any dialogue on the Services or otherwise act in a manner that negatively affects other participants;
- (v) sending spam or other direct marketing communications or posting, transmitting or linking to any unsolicited advertising, promotional materials, or any other forms of solicitation or commercial content;
- (vi) intentionally or unintentionally performing or promoting any activity that would violate any applicable local, provincial/state, national or international law, including but not limited to any regulations having the force of law while using or accessing the Site;
- (vii) posting or transmitting executable programming of any kind, including viruses, spyware, trojan horses, Easter eggs, or any other form of computer programming or disabling mechanism;
- (viii) posting User Submissions or using the Services in such a way that damages the image or rights of ISACA, other users or third parties;
- (ix) using any robot, spider or other automatic program or device, or manual process to monitor, copy, summarize, or otherwise extract information from the Services or the ISACA Content in whole or in part, including, without limitation, creating any frames at any other websites or services pertaining to any portions of the Services; and
- (x) attempting to circumvent, disable or otherwise interfere with security related features of the Services that prevent or restrict use or copying of any ISACA Content or enforce limitations on use of the Services.
- (xi) creating derivative works based on any ISACA Content (as defined below) or Services;
- (xii) selling, assigning, licensing, disclosing, publicly displaying, distributing or otherwise transferring or making available the Services or ISACA Content in any form to any third parties. This includes providing archived or cached data sets containing ISACA Content or Services to another person or entity;
- (xiii) using ISACA Content or Services to develop or improve any software, program, model, algorithm, or other generative artificial intelligence (AI) tool, including but not limited to, training or using ISACA Content or the Services, in connection with the development, operation, training, fine tuning, or grounding of a machine learning or artificial intelligence system;
- (xiv) removing or altering any proprietary notices or marks from any ISACA Content; and
- (xv) using any ISACA Content or the Services for any purpose other than as described in these Terms.

#### **4. RESTRICTIONS ON USE OF ISACA CONTENT**

All information, including, without limitation, all text, design, graphics, drawings, photographs, advertisements, video clips, music and sounds, white papers, frameworks, and all trade-marks, service marks and trade names and the selection and arrangements thereof on the Site or Services (collectively, "ISACA Content") is, unless otherwise noted, subject to intellectual property rights including copyrights and trademarks held by or licensed by ISACA. Except as expressly provided in these Terms, no license to

use, copy, distribute, republish, transmit or otherwise exploit any ISACA Content is given to you and all intellectual property rights in and to the ISACA Content are expressly reserved to ISACA.

Nothing on this Site or in the Services should be construed as granting, by implication, waiver, estoppel, or otherwise, any license or right to use any ISACA trademark or ISACA Content without our written permission. Neither the name of ISACA nor our logo may be used in any way, without prior written permission. You are not authorized to use our logo as a hyperlink to the Services unless you obtain our written permission in advance. You shall abide by all additional copyright notices, information, or restrictions contained in any ISACA Content accessed through the Site or Services. ISACA hereby grants to you, subject to these Terms, a non-exclusive, non-transferable, revocable, personal license to download or copy the ISACA Content displayed in the Services for personal use, and for internal business purposes solely as necessary to receive the Services, provided that you maintain all copyright and other notices contained therein.

## **5. USER GENERATED CONTENT, FEEDBACK AND SUBMISSIONS**

Our Site and Services may offer you the opportunity to submit or post information to the Site or Services, and to share information with other users through chat rooms or via social media forums. You agree to use common sense, respect for others, and good judgment when conducting or posting any online communication or distribution of information (see also the “Acceptable Use” section below). Any information submitted to the Site, the Services, the Enterprise Portal, or to our social media forums on the internet through any means is “Submitted Content.” You are solely responsible for your Submitted Content. ISACA is not a publisher of Submitted Content and we are not responsible for its accuracy or legality. You assume legal responsibility for and will indemnify us from all liabilities, losses, or damages incurred as a result of any of your Submitted Content.

### **5.1 Your Representations.**

By posting Submitted Content, you expressly represent and warrant the following: (i) you are the owner, with all appurtenant rights thereto, of any and all Submitted Content; or (ii) you are the legitimate and rightful grantee of a worldwide, royalty free, perpetual, irrevocable, sub-licensable, non-exclusive license to use, distribute, reproduce, and distribute Submitted Content. You further represent and warrant that all persons and entities connected with the Submitted Content, and all other persons and entities whose names, voices, photographs, likenesses, works, services, and materials have been used in the Submitted Content or its exploitation, have authorized the use of their names, voices, photographs, likenesses, performances, and biographical data in connection with the advertising, promotion, trade and other exploitation of the Submitted Content and the rights granted herein.

### **5.2 Social Media Forums.**

By accessing, viewing and/or posting any Submitted Content to any of our social media forums on the internet, you accept, without limitation or qualification, these Terms, as well as any other terms of use required by the company that owns and operates the underlying social media site (e.g., any terms of use required by LinkedIn, Facebook, Twitter, etc). If you do not agree to these Terms, you may not view or post any content to our social media forums on the internet. Your use of our social media forums is acceptance of these Terms and has the same effect as if you had actually physically signed an agreement.

### **5.3 Feedback.**

If you submit comments, ideas, or feedback to us through the Site or Services or otherwise, you agree that we can use them without any restriction or compensation to you. We do not waive any rights to use similar or related ideas or feedback previously known to us, developed by ISACA, or obtained from sources other than you.

### **5.4 License to Submitted Content.**

By posting Submitted Content to any part of the Services you automatically grant, and you represent and warrant that you have the right to grant to us, an irrevocable, perpetual, non-exclusive, transferable, fully-paid-up, royalty-free, worldwide license (with the right to sublicense at multiple levels) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and distribute such Submitted Content for any purpose and in any format on or in connection with the Services, our business, or the promotion thereof, to prepare derivative works of, or incorporate such Submitted Content into other works, and to grant and authorize sublicenses of the foregoing. Additionally, by providing Submitted Content, you authorize us to use the names, voices, photographs, likenesses, performances, and biographical data included in or associated with any Submitted Content in connection with the advertising, promotion, trade and other exploitation of the Submitted Content and the rights granted herein. You acknowledge that we may retain archived copies of your Submitted Content and may continue to use your Submitted Content in connection with any materials that were created prior to your removal of your Submitted Content, in accordance with the license described above. Where Submitted Content is an abstract for a conference, you agree that ISACA may reject the Submitted Content for a conference but use it for a monthly event.

### **5.5 Rules Regarding Submitting Content.**

By using our Services, you agree not to post any Submitted Content that you know is incorrect or not current. To the extent you are an employer submitting personal data about any employee via the Enterprise Portal in relation to a Membership or in relation to other Services, you represent that you are submitting the employee's personal data in compliance with applicable law, and to the extent any consent is necessary, you have obtained the employee's consent to provide ISACA with such information.

You further agree not to post Submitted Content or take any action that creates liability for us in any manner whatsoever; violates or possibly causes us to violate any applicable law, statute, ordinance or regulation or encourages criminal conduct; scans or tests the vulnerability or security of our Services or the system within which it operates or involves the upload, or insertion of, any programming language or code into or onto, our Services; contains any information (such as insider, proprietary or confidential information) that you do not have a right to make available due to contract, fiduciary duty, or operation of law; advertises the products or services of others or contains links to third-party web sites or solicits business for products or services other than those that are offered and promoted on the Services; contains any computer hardware or software, viruses, Trojan horses, worms, spyware, or any other computer programming that may interfere with the operation of our Services or our systems and or create or impose a large burden or load on our Services or systems; or that infringes any third party's intellectual property rights including but not limited to copyright, patent or trademark right.

### **5.6 Our Rights.**

We reserve the right, but do not have the obligation to monitor, remove, or restrict any Submitted Content for any reason, including, without limitation, that your Submitted Content is in violation of these Terms or is otherwise inappropriate, as determined in our sole discretion. You agree that any action or inaction we take to prevent, restrict, redress, or regulate Submitted Content, or to implement other enforcement measures against any Submitted Content, is undertaken voluntarily and in good faith. We may moderate Submitted Content, conduct, and compliance with these Terms or other agreements you have with ISACA at our discretion, but they do not have any authority to make binding commitments, promises or representations on our behalf. You expressly agree that we shall in no circumstances be liable because of any representation that we would or would not restrict or redress any Submitted Content, conduct or potential or purported violation of the Terms.

## **6. PURCHASES & PROMOTIONS**

### **6.1 Purchases.**

If you wish to purchase any products or services, or register for any events, conferences or training made available through the Site or Services ("ISACA Content"), you may be asked to supply certain information

relevant to your purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information. We may require additional information from you prior to accepting or processing your order. You may need to create an ISACA account to purchase ISACA Content through the Services. This section and all provisions of these Terms apply to your purchase. By placing an order for ISACA Content, you acknowledge that you have read and understood the provisions in these Terms and agree to be bound by them. Any additional terms you accept before accessing or downloading the ISACA Content also apply to your purchase.

## **6.2 Purchase Process.**

To pay for ISACA Content, you will be asked to select from a list of available payment methods. Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. We reserve the right to request proof of payment before accepting an order. By submitting an order to ISACA and providing your payment method information, you acknowledge that:

- you have confirmed the details of your purchase
- you have read and accept these Terms, and any applicable additional terms or agreements
- your billing and payment method information are true and accurate, and
- you are authorized to use such payment method

Please see the ISACA international website at <https://www.isaca.org/terms-of-use> (Section 6.2) for further terms & conditions relating to these issues.

## **7. REFUNDS, SUBSCRIPTIONS & FEE CHANGES**

Please see the ISACA international website at <https://www.isaca.org/terms-of-use> for terms & conditions relating to these issues.

## **8. ACCESS TO SITE & SERVICES**

While ISACA endeavours to ensure that this Site and its Services are available at all times, ISACA will not be liable if, for any reason, this Site is unavailable at any time or for any period.

Our Site may be suspended temporarily or permanently without notice to you for security purposes, maintenance or repair, system failures, or other circumstances (collectively, "Service Interruptions"). You acknowledge and agree that you are not entitled to any compensation related to such Service Interruptions. We do not offer a service level or uptime guarantee with our Site and Services.

## **9. THIRD PARTY LINKS**

The Site and Services may contain links to third party websites that are not owned or controlled by ISACA. A description or link to such third-party services does not imply our endorsement of the third-party service.

We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, ISACA will not and cannot censor or edit the content of any third-party site. By using the Site, you expressly relieve ISACA from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Site and to read the terms and conditions and privacy policy of each other website that you visit.

## **10. DISCLAIMER**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ISACA MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF THE WEBSITE, THE SERVICES, THE SITE CONTENT, OR ANY OTHER MATERIALS OR ITEMS ON THE WEBSITE

OR LINKED TO BY THE SITE. ISACA ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES OR INACCURACIES OF THE SITE CONTENT, MATERIAL OR ITEMS (FOR CLARITY, ON OR OFF THE WEBSITE), (II) PERSONAL INJURY, PROPERTY DAMAGE OR INVESTMENT LOSSES OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED ON OUR WEBSITE OR SERVICES, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY OF THE CONTENT, MATERIALS OR ITEMS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE WEBSITE OR ANY OF THE SITE CONTENT, MATERIALS OR ITEMS) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE WEBSITE.

## **11. LIABILITY**

WHERE ANY ACT OF PARLIAMENT IMPLIES ANY CONDITION OR WARRANTY IN RELATION TO YOUR USE OF A SITE AND THAT ACT PROHIBITS EXCLUSION OF THAT TERM, THEN THAT TERM IS INCLUDED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR LIABILITY FOR ANY BREACH OF SUCH A NON-EXCLUDABLE TERM IS LIMITED TO THE SUPPLYING OF THE PRODUCTS OR SERVICES AGAIN.

YOU ACKNOWLEDGE THAT YOUR USE OF THE SITE, SERVICES, AND ISACA CONTENT IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ISACA, ANY OTHER PARTY (WHETHER OR NOT INVOLVED IN CREATING, PRODUCING, MAINTAINING OR DELIVERING THE SITE) AND THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AND AGENTS OF ISACA EXCLUDE ALL LIABILITY AND RESPONSIBILITY FOR ANY AMOUNT OR KIND OF LOSS OR DAMAGE THAT MAY RESULT TO YOU OR A THIRD PARTY (INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OR ANY LOSS OF INCOME, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS OR DAMAGE ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS INTERRUPTION AND WHETHER IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE, GROSS NEGLIGENCE OR OTHERWISE) IN CONNECTION WITH THE SITE IN ANY WAY OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SITE, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR SUBMISSIONS OR DATA, STATEMENTS OR CONDUCT OF ANY THIRD PERSON ON THE SITE, SERVICES OR ISACA CONTENT, ANY OTHER MATTER RELATED TO THIS SITE, THE SERVICES, OR ISACA CONTENT AND ANY SITES OR SERVICES LINKED TO THE SITE, SERVICES, OR ISACA CONTENT, OR THE MATERIAL ON SUCH SITES OR SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE DUE TO VIRUSES THAT MAY AFFECT YOUR COMPUTER EQUIPMENT, SOFTWARE, DATA OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING THE SITE, SERVICES, OR ISACA CONTENT, OR YOUR DOWNLOADING OF ANY MATERIAL FROM THE SITE, SERVICES OR ISACA CONTENT, OR ANY SITE LINKED TO THE SITE, SERVICES OR ISACA CONTENT.

YOU AGREE THAT ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SITE, THE SERVICES OR ISACA CONTENT, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND THAT YOUR SOLE REMEDY IS TO CEASE USE OF THE SITE, SERVICE , OR ISACA CONTENT. IN THE EVENT APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, IN NO EVENT SHALL ISACA, ITS AGENTS OR ANYONE INVOLVED IN CREATING OR PROVIDING THIS SITE, THE SERVICES OR ISACA CONTENT BE LIABLE FOR DAMAGES, LOSSES, AND/OR CAUSES OF ACTION EXCEEDING THE AMOUNT, IF ANY, PAID BY YOU FOR USE OF THE SITE, SERVICES, OR ISACA CONTENT OR \$100, WHICHEVER IS LESS.

## **12. INDEMNIFICATION**

To the extent permitted under applicable law, you will indemnify and hold ISACA, our affiliates, and each of our respective licensors, suppliers, officers, directors, investors, employees, agents, service providers

and other contractors harmless from any claim or demand including, without limitation, reasonable legal fees, made by any third party arising out of or in connection with your use of the Site or our Services, any content or information available through the Site, or any violation of these Terms and/or the terms and conditions that are applicable to your use of third-party sites.

### **13. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**

#### **13.1 Dispute Resolution**

In the event of a dispute arising out of or in connection with this Agreement, the parties agree to first attempt to resolve the dispute by negotiation. If the dispute cannot be resolved by negotiation within 14 days, the parties agree to submit the dispute to mediation using an accredited Mediator. Each party will bear its own costs and share the mediator's fees equally. If the dispute is not resolved within 30 days after the appointment of the mediator, either party may initiate legal proceedings.

#### **13.2 Governing Law & Jurisdiction.**

All disputes in connection with the Services and any purchases made through the Site, shall be governed by, and construed in accordance with, the laws of the Australian Capital Territory, without giving effect to the conflict of laws rules thereof and you consent to the exclusive jurisdiction of such courts.

### **14. CLAIMS OF COPYRIGHT INFRINGEMENT**

We take claims of copyright infringement seriously and will respond to notices of alleged copyright infringement.

### **15. EVENTS**

#### **15.1 Applicability of Terms to Events.**

These Terms apply to all ISACA events, including, but not limited to, conferences, in-person training, online training, webinars, and other virtual or in-person events (together, "Events"). To register, you must acknowledge and accept the Terms contained herein. Should you not wish to accept the Terms, you will not be able to register for the Event.

#### **15.2 Use of Personal Data.**

The ISACA Privacy Policy explains how we process your personal data in relation to Event registrations. A valid email address is required for all registrations. ISACA uses the personal data you provide during registration for administering your participation in the Event. By submitting your email address during the Event registration process, you agree that ISACA and its event partners may send you event-related information, to the extent permitted under the applicable law. This may include information about the Event's content, event logistics, payment, updates, and additional information related to the Event.

ISACA may also disclose your personal data to third party service providers engaged by ISACA to assist in providing the Event. Information you provide when registering for or participating in an Event managed or co-sponsored by parties other than or in addition to ISACA may be shared with those parties and the treatment of such information is further subject to the privacy policies of those parties.

#### **15.3 Non-discrimination.**

ISACA prohibits discrimination, harassment, and bullying against any person for any reason—for example, because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status, or any other characteristic protected by law. Participants at Events are expected to treat all Event participants, staff, vendors and others with tolerance and respect at all times, and to contact ISACA staff in the event of any issues or concerns.

#### **15.4 Liability Waiver and Release.**



Subject to any applicable laws & in consideration of being allowed to register for, and participate in the event, you hereby warrant and represent that you are age 18 or above and freely waive, release from liability, assume all risks, and covenant not to sue ISACA or its members, employees, directors and officers, agents, or volunteers for any expense, loss, damage, illness, disability, property damage, or property theft or actions of any kind that you may hereafter suffer or sustain before, during, or after the event, unless said expense, loss, damage, property damage or property theft or actions of any kind is caused by the gross negligence of ISACA. This liability waiver and release is specifically binding upon your heirs and assigns and is knowingly given.

#### **15.5 Event Speakers.**

If you agree to speak at an ISACA Event, in compliance with applicable laws, we may share your contact and biographical information with Event attendees. Sometimes we may also request a photograph. In other cases, we post on the respective Event website information such as your name, employer, physical work address, work email address, as well as a link to your company website and/or professional network page available to the public. Additionally, speakers may be asked to complete a release agreement or copyright form prior to their presentation.

#### **15.6 Badge Scanning.**

At some ISACA Events, co-sponsors, exhibitors and other third parties may directly request your personal information at their exhibit booths or presentations. Providing your information to them is optional, and you should review their privacy policies to address your needs and concerns about how they will treat your personal information. If during the event you attend a session or program hosted by an exhibitor other than ISACA, you understand and agree that when you present your badge for scanning or when you provide personal data, that data will go to a non-ISACA entity and ISACA takes no responsibility for how that company uses your personal data.

#### **15.7 Photography and Recordings.**

ISACA may hire professional service providers (E.g., photo, video, streaming or audio) to document and display the Event experience. ISACA may also use social media to post real-time photos and videos to social media feeds. Attendees and sponsors are also encouraged to capture their event experiences and post their own social content from the Event (text, photos, audio, video, streaming), provided it does not infringe upon the rights of any attendee, sponsor, third party, or ISACA. Such infringement would include, but is not limited to, defamation or infringement of intellectual property rights. In the event an attendee requires a release or permission to protect the rights of a third party, obtaining such a release or permission shall be the sole responsibility of the attendee. By attending the Event, and to the extent permissible under applicable law, you acknowledge and agree as follows: (a) ISACA may edit and use footage it captures at the event for marketing and promotional activities and for any other lawful purpose in the ordinary course of its business; and (b) due to the prevalence of mobile recording devices in today's world, ISACA disclaims all liability for the capture of your image in any multimedia format by other attendees at the event.

#### **15.8 Session Availability.**

Your Event registration provides access to certain sessions based on your attendee profile and registration package. Session admission is also subject to venue capacity. Your Event registration does not guarantee access to any sessions.

#### **15.9. Attendee Conduct.**

You agree to abide by all fire, safety, and health regulations of the local, city, state, hotel, convention centres and health screening vendors where the Event is held. You must comply with all applicable federal, state, and local ordinances, as well as ISACA policies and procedures. You understand and agree that attendees who violate such rules or policies, and/or behave in an unsafe or careless manner while

attending the Event may be denied entry and/or asked to leave immediately. You acknowledge that such violations may result in your removal from the Event and You may be barred from returning without any registration fee refund. Illegal, disruptive or dangerous behaviour that interferes with the Event, or anyone else's health or safety, is strictly prohibited.

#### **16. MEMBERSHIP, ACCOUNTS EXAMS & CERTIFICATION**

Please see the ISACA international website at <https://www.isaca.org/terms-of-use> for terms & conditions relating to these areas.

#### **19. CONTACT US**

Please contact us at any time at [president@isaca-canberra.org.au](mailto:president@isaca-canberra.org.au).