



MEMBERSHIP TERMS

The Membership Terms was last modified on 26 May 2019

AASYP – Membership Terms

These Membership Terms set out the membership agreement between the ASEAN-Australian Strategic Youth Partnership Ltd. (referred to as AASYP hereon), ABN 26631871184 ("us", "our" or "we"), and each person ("you" or "your") applying to be a Member of AASYP.

1. DEFINITIONS

Unless specified otherwise, the definitions mean the following:

- "Member" means a person accepted by us as a current member of AASYP
- "Member Benefit" means a benefit available to a Member of that Membership Type.
- "Member Details" means the details provided by a Member to AASYP about the Member
- "Membership Type" means a category of membership to AASYP as identified from on the AASYP website, social media and other collateral.
- "AASYP Website" means the website located at <https://aasyp.org>

2. AGREEMENT TO, AND AMENDMENT OF TERMS

- In applying to be a Member of AASYP, you must agree to the Membership Terms and AASYP Constitution.
- We may amend the Membership Terms by notifying you more than 14 days before the effective date of the change (i.e. by email or notification about the amendment on the AASYP Website).
- Amendments to the Membership Terms apply to all current Members. If we amend the Membership Terms, a person's continued membership of AASYP will be evidence of the Member's agreement to the amendment. If a Member does not agree to the amendment, the Member may terminate their membership by giving us written notice of termination.

3. MEMBERSHIP

3.1 Applying for Membership

- To be eligible to apply to be a Member you must complete the membership application form, pay the application fee (if Guarantee Membership Type is selected), and agree to the Membership Terms.
- We retain the discretion to accept or reject any membership application on reasonable grounds.
- Once your membership application is accepted, your membership will start on completion of all membership registration requirements including paying the membership fee if Guarantee Membership Type is selected (if Guarantee is selected, membership will commence from date of payment).
- Membership is personal to the person accepted as a Member and cannot be transferred.

3.2 Membership Obligations

Each Member must act honestly, fairly and reasonably in all matters connected with AASYP. Without limiting this obligation, each Member:

- Must promptly inform AASYP if there is a change to details submitted in their membership application or Member Details;

- Must not abuse or misuse their AASYP membership for any inappropriate, illegal or unlawful activity;
- Must not engage in any behaviour in communicating with another Member that could reasonably be interpreted as intended to bully, intimidate or harass a person.
- Must not post content on AASYP platforms (e.g. blogs, social media and other communications channels) that could reasonably be interpreted to be defamatory, malicious, hate speech, threatening or pornographic, incite violence or contains nudity or graphic or gratuitous violence;
- Must not undertake any action that could damage the reputation of AASYP;
- Must not make representations on behalf of AASYP without prior approval in writing. For example, a Member must not organise an event in the name of AASYP without prior written approval from a designated representative of the AASYP Board of Directors;
- Give us such information as we reasonably request (e.g. to assist with membership verification).

3.3 Termination of Membership

Once you are a member of AASYP, you are entitled to remain a member until you or we terminate your membership in accordance with this clause.

- A Member may terminate membership of AASYP at any time by advising us in writing at secretary@asyp.org.
- If a Member breaches the Membership Terms and we reasonably consider it to be a breach of contract. We may at our discretion give the Member a warning, suspend the person's membership for a period or terminate the person's membership.
- We may terminate your membership of AASYP at any time if the operations of the organisation are discontinued. An email will be sent to all current members at the time of discontinuation.

4. MEMBERSHIP TYPES AND BENEFITS

4.1 Membership Types

- An individual can only be a Member of one Membership Type at any one time.
- A Member may upgrade their Membership Type from an Associate Membership to a Guarantee Membership by notifying us, updating their Membership Details and paying the relevant fees stipulated in the AASYP Constitution.
- Annual memberships are valid for one year from the date of payment, unless advised otherwise by the Board of Directors.
- No refunds will be provided for paid memberships.
- In the event that the company is wound up, Guarantee Members will be liable to contribute an amount as stipulated in the constitution to the property of the company.

4.2 Member Benefits

Member Benefits for each Membership Types are set out on the AASYP Website. We may change the Member Benefits that we offer at any time in accordance with our assessment of membership preferences, availability and cost.

- On occasion, special offers such as exclusive access to events, resources and competitions, may be made available to Members. Each special offer is provided on the terms identified for that special offer.
- A Member may need to complete an application or other process including the payment of fees to be entitled to a Member Benefit.
- A Member Benefit may be a Third Party Supply. To the extent permitted by law, we have no liability whatsoever to any Member for provision, non-provision or any defect with the Third Party Supply.

5. LIABILITY

- To the extent permitted by law, we have no liability to you whatsoever in contract, tort (including negligence), statute or otherwise for conduct of a Member (e.g. in a forum or event facilitated by AASYP), conduct of an organisation interacting with AASYP or in relation to a Third Party Supply.
- Members are advised to check the accuracy and currency of content on the AASYP Website before relying on the information. This includes time lags of the updated information being displayed on the AASYP website and the accuracy of information displayed or distributed by third parties. While we aim to promptly address any accuracy and currency issue upon becoming aware of them, to the extent permitted by law, we have no liability to you whatsoever in contract, tort (including negligence), statute or otherwise for any reliance you place on content on the AASYP Website.
- The Membership Terms are subject to any rights or remedies you have under law, including under the Australian Consumer Law that cannot be excluded, restricted or modified.

6. ISSUES MANAGEMENT

If a Member has a complaint or concern with AASYP, a Member Benefit or the conduct of another Member, please contact AASYP promptly about the matter. We will work with you in good faith to try to resolve the issue and take appropriate action.

7. PRIVACY

- The privacy of your personal information is important to us. A Member's Personal Information will be handled in accordance with the Privacy Policy.
- By agreeing to the Membership Terms, you agree to the collection, disclosure and use of your personal information as described in our Privacy Policy.
- If you apply for a Third Party Supply, your agreement with the third party supplier will govern how they are permitted to deal with your personal information.
- If you wish to contact us about your personal information, please email us at secretary@assyp.org.

8. USE OF CONTENT

- Content in whatever form posted by a Member using a forum provided or managed by us or otherwise provided by a Member to us in connection with an activity of AASYP, may be shared or used by us at our discretion. To enable us to share or use the content, you grant us a non-exclusive, transferable, irrevocable, sub-licensable, royalty-free, worldwide licence to use the content.
- The intellectual property rights of content posted on forums is owned by us and relevant third party licensors. You may view or share the content but you must not reproduce, reuse or adapt that content in any way, other than as expressly authorised by us. This clause does not apply to content provided by you.
- You must not provide content if you do not have the right to do so or if you do not wish for us to use the content as set out in the Membership Terms. If you post content that you wish for us to remove, you should promptly contact us at secretary@assyp.org and we will endeavour to remove the content. However, we cannot control and are not responsible for the use of the content made by us or anyone prior to its removal.

9. CONSENT TO RECEIVE MARKETING COMMUNICATIONS

- If you have provided consent, we may send you marketing communications and material about AASYP by email. Your consent to receive marketing communications may have been provided to us in your membership registration or you may have provided your consent in separate correspondences including verbal conversations.
- You may withdraw your consent and opt out of receiving marketing communications at any time by notifying us or by following the opt-out process in a marketing communication.

10. NOTICES

Unless we determine that another means of communication is more appropriate, we may communicate with you using the email address provided in your Member Details. You should communicate with us using the applicable contact details on the AASYP Website.

11. GOVERNING LAW AND JURISDICTION

- The Membership Terms and any other documents referred to in the Membership Terms forms the entire agreement between you and us about the subject matter of the membership agreement. It supersedes all other representations, negotiations, arrangements, understandings or agreements and all other communications.
- These Membership Terms are governed by and will be construed in accordance with Australian laws and under the *Corporations Act 2001* (Cth).