Logo, company name

Description automatically generated

APAC Terms of Use

**Issue No. 1.0**

**Issue Date 25 March 2022**

**Application Date 25 March 2022**

**AUTHORSHIP**

This document was produced by the APAC Executive Committee.

**COPYRIGHT**

Copyright in this document belongs to APAC. No part may be reproduced for commercial exploitation without the prior written consent of APAC.

**FURTHER INFORMATION**

For further information about APAC or this document, please contact the APAC Secretariat. Contact details can be found at [www.apac-accreditation.org](http://www.apac-accreditation.org).

**CONTENTS**

1 INTRODUCTION 4

2 TERMS 4

3 USE LICENSE 4

3 DISCLAIMER 4

4 LIMITATIONS 5

5 REVISIONS AND ERRATA 5

6 LINKS 5

7 SITE TERMS OF USE MODIFICATIONS 5

8 GOVERNING LAW 5

# 1 INTRODUCTION

The Asia Pacific Accreditation Cooperation Incorporated (APAC, we, us) is an incorporated society that is registered in New Zealand under the Incorporated Societies Act 1908. APAC operates throughout Asia and the Pacific Rim. Asia refers to the region bounded on the east by the Pacific Ocean, the south by the Indian Ocean, the north by the Arctic Ocean, and the west by an indirect line that follows the Ural Mountains, the Caucasus Mountains, and the Caspian and Black seas. It comprises of Central Asia, East Asia, South Asia, Southeast Asia, and Western Asia.

# 2 TERMS

By accessing APAC’s website and documentation, you are agreeing to be bound by these Terms of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in APAC are protected by applicable copyright and trademark law.

# USE LICENSE

3.1 Permission is granted to temporarily download one copy of any downloadable materials from APAC’s website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

* 1. modify or copy the materials;
  2. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
  3. attempt to decompile or reverse engineer any software contained on APAC’s web site;
  4. remove any copyright or other proprietary notations from the materials; or
  5. transfer the materials to another person or 'mirror' the materials on any other server.
  6. This license shall automatically terminate if you violate any of these restrictions and may be terminated by APAC at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

# 3 DISCLAIMER

The materials on the APAC website are provided 'as is'. The APAC makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, APAC does not warrant or make any representations concerning the accuracy, likely results, output obtained, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

# 4 LIMITATIONS

In no event shall APAC be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on APAC’s website, even if APAC or an authorized representative of APAC has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

# 5 REVISIONS AND ERRATA

The materials appearing on APAC’s website may include technical, typographical, or photographic errors. APAC does not warrant that any of the materials on its web site are accurate, complete, or current. APAC may make changes to the materials contained on its web site at any time without notice. APAC does not, however, make any commitment to update the materials.

# 6 LINKS

APAC has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by APAC of the site. Use of any such linked website is at the user's own risk.

# 7 SITE TERMS OF USE MODIFICATIONS

APAC may revise these Terms of Use for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these Terms of Use.

# 8 GOVERNING LAW

Any claim relating to these Terms of Use shall be governed by the laws of New Zealand.