



# ASDC Membership Subscription Payment Terms

Updated 1 October 2021

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## 1. Membership Subscription Payment terms

- 1.1 These Membership Subscription Terms (**Terms**) apply to your membership application with Australian Society of Dermal Clinicians Inc. ABN 20 239 508 647 (**'ASDC', 'we', 'us' or 'our'**).
- 1.2 You acknowledge that you have read and agree to be bound by these Terms upon submitting your membership subscription application or renewal via the membership portal. These Terms are to be read in combination with ASDC's constitutional documents including the Membership, Endorsement and Registration Bylaw and the ASDC Privacy Policy as amended from time to time.
- 1.3 Payment for membership subscription fees is required to obtain or maintain your membership with ASDC and is also required to be eligible for discounted registration fees for ASDC training and events, courses, or purchase any other products or items. A tax invoice (receipt) will be issued for each payment received from you by ASDC.

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## 2. Membership Levels & Eligibility Criteria

For details on Membership Levels & Eligibility Criteria please refer to our Membership, Endorsement and Registration Bylaw. Fees and Benefits Schedule: Individual Membership/Registration

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## 3. Membership Fees

For details on current Membership Fees please refer to the Fees and Benefits Schedule: Individual Membership/Registration in our Membership, Endorsement and Registration Bylaw.

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## 4. Membership Payments

### 4.1 Membership Year

- 4.2 Our annual membership term is 1 March to 1 April each year (**Membership Year**).

### 4.3 Types of accepted payments

- 4.4 For the membership subscription process for Membership Year ending 31 March 2022 (**MY 2022**), the following payment methods are available:

- 4.4.1 Visa;

- 4.4.2 Mastercard; and

- 4.4.3 Paypal.

### 4.5 Upfront payments

- 4.5.1 Upfront payment of the membership subscription fees is available through [www.dermalclinicians.com.au](http://www.dermalclinicians.com.au).



#### **4.6 3 Year Membership Payments**

- 4.6.1 3 Year Memberships commence on 1 April each year and continue for a term of 3 years until 31 March (**3 Year Membership Term**) unless terminated earlier in accordance with the Membership, Endorsement and Registration Bylaw.
- 4.6.2 3 Year Membership fees must be paid in full by 31 March in advance of the 3 Year Membership Term.
- 4.6.3 Unless you renew your membership in advance of the expiry of the membership term, or unless you have opted for automatic renewal of your membership, then your ASDC membership will expire at the end of your 3 Year Membership Term.

#### **4.7 Annual Membership Payments**

- 4.7.1 Annual memberships commence on 1 July each year and continue for 1 year until 30 June (**Annual Membership Term**) unless terminated earlier in accordance with the Membership, Endorsement and Registration Bylaw.
- 4.7.2 Annual membership fees must be paid in full by 31 March in advance of the Annual Membership Term.
- 4.7.3 Unless you renew your membership in advance of the expiry of the membership term, or unless you have opted for automatic renewal of your membership, then your ASDC membership will expire at the end of your Annual Membership Term.

#### **4.8 Monthly Membership Payments**

- 4.8.1 For monthly payments, you will be required to nominate a credit card (which will become the default account) to allow ASDC to process the monthly payments.
- 4.8.2 Once you have signed up to a monthly membership payment plan, the first payment will be charged to your nominated card upon registration of your membership and then each month thereafter until the membership is cancelled.
- 4.8.3 If you do not wish to renew your membership for the following month, it is your responsibility to cancel your subscription by accessing your membership account and cancelling your subscription at least 5 business days in advance of the due date of your next monthly payment.

#### **4.9 Automatic membership renewals**

- 4.9.1 For automatic membership renewals, you will be required to nominate a credit card (which will become the default account) to allow ASDC to process the renewal payments.
- 4.9.2 Your membership terms will automatically renew each membership term only if you have nominated your membership to be automatically renewed and nominated a valid credit card for payments to be processed.
- 4.9.3 It is your responsibility to ensure that there are sufficient credit available on the nominated card for the automatic renewal payments.

#### **4.10 Payment System**

- 4.10.1 We securely handle membership subscription payments through a third party vendor that is compliant with The Payment Card Industry Members Data Security Standard (PCI-DSS). The payments are also handled in accordance with the privacy laws in Australia.
- 4.10.2 While we will take reasonable steps to ensure the availability and security of the ASDC website, your personal credit card details will not be stored by ASDC. It is your responsibility



to keep the nominated credit card current and up to date at all times and with sufficient credit for the processing of your membership payment.

#### **4.11 Failed Payments**

- 4.11.1 It is your responsibility to keep your nominated credit card account current.
- 4.11.2 If your scheduled automatic payment has failed, ASDC will attempt to deduct the amount again automatically in 2 days from the default credit card account. If ASDC is unable to deduct the payment from your credit card account, your membership will be immediately cancelled.
- 4.11.3 If you need to update your credit card details this can be done at any time via [www.dermatclinicians.com.au](http://www.dermatclinicians.com.au).

#### **4.12 Late fees**

- 4.12.1 A member who fails to pay the subscription fees after it has become due may be required to pay a late fee as determined by the ASDC Board from time to time.

#### **4.13 Hardship**

- 4.13.1 Individual Members may be entitled to hardship arrangements in respect of the payment of subscription fees if the ASDC Board has determined that special circumstances warrant this, in accordance with ASDC's constitutional documents including the Membership, Endorsement and Registration Bylaw and any relevant ASDC policies as amended from time to time.

#### **4.14 Exclusion**

- 4.14.1 ASDC reserves the right to exclude a member from membership due to unpaid fees, as set out in ASDC's constitutional documents including the Membership, Endorsement and Registration Bylaw.

#### **4.15 Cancellations and Refunds**

- 4.15.1 If a member pays the membership subscription fees upfront and subsequently wishes to cancel membership, the member may or may not be entitled to a refund, which will be determined on a case by case basis in accordance with relevant ASDC policies and business processes.
- 4.15.2 If a member who is on a monthly payment plan voluntarily cancels their membership after any one of the monthly payments are made they may or may not be entitled to a refund, which will be determined on a case by case basis in accordance with relevant ASDC policies and business processes.

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## **5. General**

### **5.1 Personal Information Collection Statement**

- 5.1.1 Privacy is important to ASDC. We collect, use and disclose your personal information for the purpose of assessing and processing your membership subscription and for us to communicate with you. We may use your personal information to provide you with information about products and services, including our third-party partners (with your consent, if applicable), and to otherwise communicate with or manage our relationship with you. Providing us with the requested information is not required by law. If you choose not to provide us with the requested information or provide incomplete information, we may not be able to process your membership subscription or renewal. We will also use, disclose and process personal information as set out in our Privacy Policy. It is unlikely that personal



information will be disclosed to overseas recipients (as provided in our Privacy Policy). Our Privacy Policy sets out how ASDC handles personal information including how you can seek to access and correct your information or raise a privacy concern with us and how it will be dealt with.

## 5.2 Complaints

- 5.2.1 If you have a complaint about the membership subscription process or a complaint about any aspect of our service, please contact us. Any dispute regarding an invoice that has been issued by ASDC must be notified to ASDC within two business days of receipt of invoice from ASDC.

## 5.3 Liability and Disclaimer

- 5.3.1 Without limiting any other provisions of these Terms, we will not in any way be liable to you for any kind of loss or damage incurred as a result of your use of the member payment services which are provided 'as is'. ASDC does not warrant or represent that the service is error-free or that access to and use of the service will be available or uninterrupted.
- 5.3.2 Other than express terms of these Terms and warranties, conditions, rights or guarantees implied by relevant legislation, including the *Competition and Consumer Act 2010* (Cth), the or other similar laws the exclusion of which from an agreement would contravene a statute or cause part or all of these Terms to be void ("**Non-excludable Rights**"), you agree that we exclude all liability arising from any implied or express representations, terms, conditions or warranties that would otherwise apply to your use of the member payment service.
- 5.3.3 To the maximum extent permitted by law, our liability for breach of any Non-excludable Rights is limited to: (a) replacement or refund for a major failure and you may seek compensation for any other reasonably foreseeable loss or damage; or (b) replacement or repair if the goods or services fail to be of acceptable quality and the failure does not amount to a major failure.
- 5.3.4 To the maximum extent permitted by law, under no circumstances will we be responsible to you or any third party whether in contract, tort (including negligence), in equity or under statute for any special, indirect, consequential, incidental or punitive damages, or for any damages for loss of opportunity, data, profits, revenue or goodwill, regardless of whether or not such loss or damage was foreseeable and even if advised of the possibility of such loss.

## 5.4 Enforcement

- 5.4.1 Failure or delay in enforcing any right or provision of these Terms will not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach.
- 5.4.2 If any provision of these Terms is held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of these Terms will remain in full force and effect.

## 5.5 Governing law

- 5.5.1 These Terms are governed and will be construed in accordance with the laws of Victoria Australia.

## 5.6 Your Agreement

- 5.6.1 By clicking forward to make a payment, you acknowledge that you have read and understand that these Terms set out above and any future amendments to these Terms that may be made from time to time.



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## 6. Our contact details

Please contact us if you have any queries about our Terms. Our contact details are set out below.

**Mail:** PO Box 9206 South Yarra 3141 Enquiries Officer,

**Email:** [info@dermalclinicians.com.au](mailto:info@dermalclinicians.com.au)

**Telephone:** NA