

TERMS AND CONDITIONS

Welcome to the PNG Immigration and Citizenship Authority (ICA) "Terms and Conditions", which apply to your use of the PNG ICA Website. By accessing this Website, you agree to be bound by the terms and conditions as described. Websites maintained by PNG ICA include www.immigration.gov.pg and others in development.

CONDITIONS OF USE

By using this website you accept the following conditions:

- The Independent State of Papua New Guinea accepts no responsibility for the completeness or accuracy of any of the information contained on or accessed through this website and makes no representations about its suitability for any particular purpose.
- We make every effort to ensure that the information on this website is accurate and comprehensive. However, the information is only intended as a basic guide to relevant laws, and does not address the complexities of particular circumstances.
- You should seek independent advice about your individual circumstances.
- To the extent permitted by law, the Independent State of Papua New Guinea excludes all liability for loss or damage arising from the use of, or reliance on, the information contained on or accessed through this website whether or not caused by any negligence on the part of the Independent State of Papua New Guinea or its agents.
- We make every effort to ensure that links on this site are kept up-to-date. The currency of the links is dependent upon the owners of those sites letting us know of any changes. If you find a link that does not work, please contact us by telephone, mail or via the online feedback form.
- **Individual users:**
 - Agree not to use the Website (or any part of) for any illegal purpose and agree to use it in accordance with all relevant laws;
 - Agree not to upload or transmit through the Website any computer viruses, macro viruses, Trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;
 - Will not upload or transmit through the Website any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;
 - Will not use the Website in a way that may cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired;
 - Will not use the Website in any manner which violates or infringes the rights of any person, firm or company (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy);
 - Assume all risks associated with use of the web site, including:
 - risk of your computer, software or data being damaged by any virus which might be transmitted or activated via the website or your access to it; or
 - the risk that the content of this website and linked web sites complies with the laws of any country outside Papua New Guinea.

- Agree that in the event that you have any right, claim or action against any Users arising out of that User's use of the Website, then you will pursue such right, claim or action independently of and without recourse to us.

We reserve the right to:

- Modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
- Change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.
- We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

THIRD PARTY LINKS

In an attempt to provide increased value to our users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

MONITORING

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

YOUR DATA

We respect your personal information and undertake to comply with applicable Data Protection legislation from time to time in place.

You should be aware that:

- if we are requested by the police or any regulatory or government authority investigating suspected illegal activities, or upon receipt of a court order, to provide your Personal Information and/or information concerning your activities whilst using the Website we shall do so; and

- we reserve the right in our reasonable discretion to disclose details of your use of the Website in relation to any, or any threatened, Court Proceedings in connection with your use, or the use of anyone under your control, of the Website whether in connection with the matters set out in these Conditions or otherwise.

INTELLECTUAL PROPERTY AND RIGHT TO USE

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us.

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NOTICES

- You may send us notices under or in connection with these Conditions by:
 - post to PO Box 1790, Boroko, NCD, Papua New Guinea
 - email to clientservice@immigration.gov.pg

Proof of sending does not guarantee our receipt of your notice, you must ensure that you have received an acknowledgement from us, which will be sent within 3 working days of our receipt and should be retained by you.

LAW

The Conditions will be exclusively governed by and construed in accordance with the laws of Papua New Guinea whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

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