



Partners in
Progress

Website Terms of Use

Partners in Progress

The website located at: partnerinprogress.org (**Website**) is owned, controlled and operated by Partners in Progress (ACN 667000008) (**we, our, us or Partners in Progress**).

The terms and conditions below (**Website Terms**) apply to the accessing, browsing and use of the Website by you (**you or your**). The Website is available for you to use conditional on your acceptance of the Website Terms. By accessing, browsing or using the Website, you agree to be legally bound by the Website Terms. If you do not accept the Website Terms, you must not access or use the Website.

We may change the Website Terms at any time. Notice of any variations will be displayed on the Website. Your continued use of the Website following any change to the Website Terms will mean that you accept the variations and you will be bound by the Website Terms as varied.

You should familiarise yourself with the Website Terms before accessing, browsing and using the Website. If you have any questions about the Website Terms, you can contact us at: dc@partnerinprogress.org.

PLEASE CAREFULLY NOTE THE FOLLOWING ABOUT THE WEBSITE TERMS:

- Your ability to hold us responsible for any loss or damage you may suffer from using the Website may be significantly restricted.
- Our liability to you for any loss or damage you may suffer from using the Website may be significantly restricted.
- Subject to any rights which you may have as a Consumer or otherwise at law which cannot be excluded under contract, your use and access of the Website is on an "as is" basis and is entirely at your own risk.
- You are solely responsible for compliance with all laws and regulations applicable to your use of the Website.
- There are restrictions that apply to your use of the Website, and significant consequences if you do not comply with such restrictions.
- You may be required to compensate us for any loss or damage that we may suffer from your breaching the Website Terms.

A. WEBSITE TERMS

1. Application of Website Terms

- 1.2. The Website Terms apply to all Users. By visiting, viewing, browsing, accessing or otherwise using the Website, you accept and agree to comply with the Website Terms.
- 1.3. The Website's main function is to provide information, take inquiries about, and otherwise promote, the Organisation, and allow Users to inquire about our goods and services. The terms and conditions applying to all matters related to our products and services (such as terms of service and use, payment terms and log-in access conditions), is covered in the **Product Terms of Use**. In the event of any inconsistency between the Website Terms and the Product Terms of Use, the terms of the Product Terms of Use will prevail to the extent of the inconsistency.

2. Your Obligations

- 2.1. Your access to, and use of, the Website, is subject to all conditions specified in the Website Terms.
- 2.2. You must not:
 - a. use the Website for any purpose that is illegal, unlawful, infringes upon the rights of any third party, or is prohibited by the Website Terms;
 - b. interfere or attempt to interfere with the proper working of the Website, or obtain or attempt to obtain unauthorised access to the Website, including (without limitation) through hacking or use of automated devices, scripts or bots, destructive transmission of viruses, reverse engineering, circumventing, damaging, disassembling, attempting to discover the source code of the Website, or other illegitimate means;
 - c. contact Users of the Website for the purpose of sending unsolicited offers, advertisements, spam or junk emails;
 - d. contact Users of the Website for the purpose defaming, abusing, threatening or defrauding Users;
 - e. use the Website to impersonate any entity (including us), or falsely claim an affiliation with any person or entity;
 - f. scrape or otherwise obtain any data from this Website for any purpose; or
 - g. use any Content to spam third parties.
- 2.3. You must comply with all laws and regulations applicable to the use of the Website and you are solely responsible for your conduct in the course of using the Website.
- 2.4. We reserve the right to exercise any lawful means we deem necessary to prevent unauthorised use of our Website by you in breach of the Website Terms, including technological barriers, blocking your continued access to the Website, IP mapping, and

directly contacting your internet services provider (ISP) regarding the unauthorised use of our Website.

3. Intellectual Property

- 3.1. The Intellectual Property subsisting in the Website, our trademarks and all Content excluding User Content (**Website IP**), is exclusively owned and controlled by us or our third-party licensors, and is protected by Australian and international law governing intellectual property rights. The Website IP remains the exclusive property of us or our third-party licensors.
- 3.2. We provide you with a non-exclusive, limited, royalty-free, non-sublicensable, revocable and non-transferrable licence to access, use and make copies of the Website IP strictly as required for the ordinary personal and non-commercial use and browsing of our Website.
- 3.3. Subject to clause 3.2, you are not permitted to save, download, reproduce, display, copy, alter, conceal, adapt, perform, transmit, broadcast, sell, license or otherwise exploit any Website IP unless you have our express prior written authorisation. Any unauthorised use of Website IP by you is strictly prohibited.
- 3.4. We are willing to consider any requests to license the use of any part of the Website IP. Licensing inquiries should be sent in writing to: dc@partnerinprogress.org with the following information:
 - a. a description of the Website IP which you wish to license from us;
 - b. the identity of the proposed licensee; and
 - c. a description of how you propose to use the Website IP.
- 3.5. You hereby grant us a worldwide, non-exclusive, perpetual, transferable, sub-licensable, royalty-free licence to use, reproduce, copy, adapt, modify or disclose (in our sole discretion) any of your User Content.
- 3.6. If you contribute any User Content, you warrant the following to us:
 - a. you have the necessary rights to upload, post or provide the User Content, and to grant the rights to us under clause 3.5 of the Website Terms; and
 - b. we are able to exercise our rights under clause 3.5 of the Website Terms without infringing the Intellectual Property or other rights of any third party.
- 3.7. We will investigate and respond to notices of alleged intellectual property infringement and takedown requests in relation to any Content which are submitted in writing to us at: dc@partnerinprogress.org. Any such notices should include the following information:
 - a. identification of the intellectual property alleged to be infringed (Alleged Infringing IP);
 - b. identification of the owner of the Alleged Infringing IP; and
 - c. a statement to the effect that you are the owner of the Alleged Infringing IP, or authorised to request takedown of the Alleged Infringing IP on behalf of the owner.

4. Disclaimers

- 4.1. We provide access to the Website on an “as is” basis and for general information purposes only. To the extent permitted by law, we do not provide any representations, guarantees or warranties to you that your use of the Website, including any of the content hosted on the Website, will be suitable or fit for any purpose.
- 4.2. We are not responsible, and disclaim any legal responsibility or liability to you, for the following:
- a. User Content or other material that is created, or otherwise appears via the Website. We do not endorse, support, represent or guarantee the accuracy, completeness or reliability of User Content appearing on the Website;
 - b. ensuring that the Content is complete, accurate, reliable, up to date, available and suitable for any particular purpose; or
 - c. any content which can be accessed through hyperlinks to third-party websites placed on the Website, or any third-party information or content which appears on the Website. All third-party content is the responsibility of its author, and we do not endorse, support, represent or guarantee the accuracy, completeness or reliability of that content.

5. Exclusions and Limitations of Liability

- 5.1. If you are a Consumer, your access to the Website may come with consumer guarantees under the Australian Consumer Law (**Consumer Guarantees**), being Schedule 2 of the Competition and Consumer Act 2010 (Cth) (**ACL**). If you are a Consumer, nothing in the Website Terms (including, without limitation, clauses 4 and 5 of the Website Terms) is intended to limit or exclude your Consumer Guarantees.
- 5.2. Except for liability in relation to breach of any obligation, condition, warranty or guarantee (including the Consumer Guarantees or otherwise under the ACL), the exclusion of which under a contract would contravene any statute or cause any part of the Website Terms to be void (**Non-Excludable Conditions**):
- a. your use of, and reliance on, the Website (including all Content) is entirely at your own risk; and
 - b. to the extent permitted by law, we (including our Representatives) exclude our liability to you for all types of Loss resulting from your use of or reliance on the Website (including all Content), however incurred (whether based in negligence or any other tort, contract, statutory liability or otherwise), including (without limitation) for any lost profit, lost opportunity, lost revenue, lost data, losses resulting from security failure or computer viruses, or any direct, indirect or Consequential Loss.
- 5.3. If we are able to limit your remedy for a breach of any Non-Excludable Conditions, then

our liability for a breach of any Non-Excludable Conditions is limited to one or more of the following at our option:

- a. for goods, the replacement of the goods or the supply of equivalent goods, the repair of such goods, the payment of the cost of replacing the goods or acquiring equivalent goods, or the payment of the cost of having the goods repaired; and
 - b. for services, the supply of the services again, or the payment of the cost of having services supplied again.
- 5.4. Subject to the application of any Non-Excludable Conditions, you hereby release us and our Representatives from any Loss, Claim or other liability that you suffer or incur (whether based in negligence or any other tort, contract, statutory liability or otherwise) which arises from, or is connected with, any of the following:
- a. your use of, or inability to use, the Website;
 - b. any Content that appears via the Website;
 - c. your reliance on any Content; and
 - d. accessing hyperlinks to third-party websites provided on the Website by us or other Users.

6. Indemnity

- 6.1. You agree to indemnify us and our Representatives, and must keep us and our Representatives indemnified, against any Loss or Claim that we or our Representatives suffer on incur (whether based in negligence or any other tort, contract, statutory liability or otherwise) that arises from, or is connected to, your breach of any term of the Website Terms.
- 6.2. This indemnity in clause 6.1 is a continuing obligation, independent from the other obligations under the Website Terms, and continues after the Website Terms expire or are terminated.

7. Termination

- 7.1. We may terminate the Website Terms, and your ability to access to the Website, at any time.
- 7.2. Any rights and obligations under the Website Terms, which by their nature would reasonably continue beyond the expiration or termination of the Website Terms, will survive the expiration or termination of the Website Terms. Without limiting the clauses that will survive, the parties agree clauses 3.5, 3.6, 4, 5 and 6 survive the expiration or termination of the Website Terms.

8. Privacy

When operating the Website, we will collect, handle and use any Personal Information in accordance with the Privacy Policy.

9. Jurisdiction & Choice of Law

The Website Terms will be governed by and construed in accordance with the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Victoria, including (without limitation), the registries of the Federal Court of Australia and Federal Circuit Court of Australia located in Victoria, for the purpose of litigating any Claims arising out of the Website Terms.

10. Miscellaneous

- 10.1. The Website Terms contain the entire agreement between us and you in relation to its subject matter.
- 10.2. We may change the Website Terms at any time. Notice of any variations will be displayed on the Website. Your continued use of the Website following any change to the Website Terms will mean that you accept the variations and you will be bound by the Website Terms as varied.
- 10.3. A waiver by any party of any term or condition of the Website Terms in any instance will not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof.
- 10.4. Any term, condition or warranty not expressly stated in the Website Terms that may otherwise be implied into the Website Terms is excluded.
- 10.5. If any provision of the Website Terms is determined for any reason to be unenforceable or invalid, that provision will be read down to the extent of such unenforceability or invalidity, or if not capable of being read down, then it will be deemed severed from the Website Terms and will not affect the validity and enforceability of any remaining provisions.
- 10.6. In the Website Terms:
 - a. singular includes the plural and vice versa;
 - b. words such as including or for example do not limit the meaning of the words preceding them;
 - c. an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits them all jointly and severally;
 - d. a reference to the Website Terms, includes the Website Terms as assigned, novated, altered, supplemented or replaced from time to time;
 - e. a reference to a statute includes regulations and other instruments under it, and consolidations, amendments, re-enactments or replacements of any of them; and
 - f. the Website Terms should not be construed to the disadvantage of a party because the party was responsible for the preparation of the Website Terms or any part of it.

B. DEFINITIONS

The following definitions apply in the Website Terms:

- i. "Claim" means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature.
- ii. "Consequential Loss" means special, incidental, indirect or consequential loss or damage, and loss of revenue, anticipated savings, profits, goodwill, reputation, interest or business.
- iii. "Consumer" means a User who views, browses and uses the Website in Australia, and:
 - a. the amount payable for viewing, browsing and using the Website does not exceed \$100,000;
 - b. the Website provides services of a kind ordinary acquired for personal, domestic or household use or consumption; or
 - c. falls within the definition of "Consumer" under Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- iv. "Content" means all content and media on the Website including without limitation text, underlying source and object code, photographs, graphics, logos, names, designs, Personal Information, financial information, data, drawings, links, video recordings and audio recordings.
- v. "Loss" means loss, damage, liability, charge, expense, payment or cost of any nature or kind, including Consequential Loss and all legal and other professional costs (calculated on an indemnity basis).
- vi. "Intellectual Property" means all intellectual property and proprietary rights (whether registered or unregistered, present or future), including without limitation business names, trademarks, copyright, domain names, websites, patents, patent applications, designs, plant varieties, circuit layouts, discoveries, inventions, improvements, databases, logos, technical data, photographs, video recordings, sound recordings, drawings, trade secrets, confidential information, know-how, research data and any other physical or digital media or similar intellectual property rights, and any other intangible proprietary assets arising from intellectual activity.
- vii. "Organisation" means the organisation we operate known as Partners in Progress, creating partnerships with philanthropic organisations to make a difference in the lives of those who need it most.
- viii. "Personal Information" is as defined in the Privacy Policy.
- ix. "Privacy Policy" means the "Privacy Policy" for the Website as amended or updated from time to time, located at:
- x. "Product Terms of Use" refers to the terms of use located at:
- xi. "Representatives" means, in relation to a party, its officers, directors, employees, contractors, consultants, agents, members and other authorised representatives.

- xii. "User Content" means any Content that is shared via, or otherwise submitted or uploaded to, the Website by a User.
- xiii. "User" means you and/or any other user of the Website.