

Terms and Conditions

Terms of use for Volunteer Connect

revised 22 February 2015

Please read these terms and conditions carefully as they apply to your use of the Volunteer Connect website (Site). By using this Site you agree to be bound by these terms and conditions. We may revise these terms and conditions from time to time by updating this posting. The revised terms will take effect when they are posted. Volunteer Connect also has a comprehensive privacy policy for users.

TERMS AND CONDITIONS

1. OPERATION OF SITE

a) The Site may include information posted by volunteer involving organisations and potential volunteers.

b) While we technically operate the Site we exercise no editorial control over much of the Content on the Site, and in most cases the Content on the Site is provided by other persons, such as potential volunteers and volunteer involving organisations

c) Your correspondence or dealings with any potential volunteers are solely between you and those potential volunteers. You are responsible for selecting volunteers that are suitable for your organisation and for meeting all legal and other requirements in relation to those volunteers. We make no recommendation regarding the suitability of any volunteer. You agree that we will not be liable or responsible for any loss or damage of any sort incurred as the result of your dealings with volunteers.

2. REGISTRATION

a) The Site enables volunteer involving organisations to post volunteer opportunities to the Site for access by potential volunteers. You will be required to register with us in order to Post volunteer opportunities to the Site. When you register:

- i) you must provide accurate, complete and updated registration information;
- ii) you must safeguard any user name and password which is provided to you;
- iii) you authorise us to assume that any person using the Site with your user name and password is either you or is authorised to act for you; and
- iv) you may cancel such registration at any time by notifying us.

b) You acknowledge and agree that we are under no obligation to accept any application for registration by you or any other person, including without limitation if you fail to meet our registration criteria or for any other reason. c) We may cancel your registration if you do not visit the Site or update any of your Postings on the site for an extended period of time, if you fail to meet our registration criteria as amended from time to time, or if we reasonably believe that you have violated any Applicable Laws, acted inconsistently with the letter or spirit of this agreement, or have violated our rights or those of another party. d) Listed volunteer organisations are independent organisations

responsible for their own actions and not agents of Volunteering Tasmania Inc. Volunteering Tasmania Inc is not responsible for the operations or conduct of listed organisations or volunteers referred to listed organisations.

3. YOUR USE OF THE SITE

a) You must not post any content that:

- i) you do not have the right to post;
- ii) is defamatory or in contempt of any legal or other proceedings;
- iii) is misleading or deceptive;
- iv) incites hatred or discrimination against any group of persons being a group defined by reference to colour, race, sex, origin, nationality or ethnic or national origins;
- v) denounces religious or political beliefs;
- vi) includes religious or political material which is or is likely to be offensive;
- vii) is indecent, obscene, vulgar, pornographic, offensive or of doubtful propriety or of a menacing character or is likely to annoy or concern any person;
- viii) infringes any copyright, trade mark, patent or other intellectual property right of another person;
- ix) contains any unsolicited or unauthorised advertising or promotional material;
- x) contains viruses or similar software or data which is designed to interrupt, destroy or limit the functionality of any computer software or hardware; or
- xi) impersonates any person or misrepresents your relationship with any person.

b) You must not:

- i) disrupt or interfere with the Site or servers or other software, hardware or equipment connected to or via the Site;
- ii) violate any Applicable Law relating to your use of the Site; or
- iii) collect or store personal data about other users of the Site.

4. INTELLECTUAL PROPERTY RIGHTS

a) You acknowledge that Content on the Site is subject to copyright and possibly other intellectual property rights (Intellectual Property Rights).

b) Unless you are expressly authorised by law you must not yourself, or participate in or permit any other person, to:

- i) sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any of content in any way for any public or commercial purpose without our prior written consent;
- ii) use any content on any other web site or in a networked computer environment for any purpose; or
- iii) otherwise infringe the Intellectual Property Rights of any person in using the Site or any content.

c) Nothing you do on or in relation to the Site will transfer any Intellectual Property

Rights to you or license you to exercise any Intellectual Property Rights unless this is expressly stated.

c) In relation to any content posted by you, you grant us a perpetual, irrevocable, royalty-free license throughout the world to use, reproduce, modify, adapt, publish, translate, sublicense, create derivative works from, incorporate in other works (whether electronic or not), distribute, perform and display such content, whether in whole or in part.

5. PRIVACY

a) In using the Site you may give us personal information. Our privacy policy is available and can be viewed at www.volunteeringtas.org.au

6. USE OF THE SITE IS AT YOUR RISK

a) You use the Site at your risk. You must evaluate, and bear all risks associated with, the use of any content, including reliance on the accuracy, completeness or usefulness of any content. You should seek your own independent advice with respect to any content.

b) We endeavour to provide a convenient and functional Site, but we do not guarantee that the content will be error free or that the Site or the server that operates it are free of viruses or other harmful components.

c) If your use of the Site results in the need for servicing or replacing property, material, equipment or data, we will not be responsible for such costs. Without limiting the above provisions, you use the Site at your risk and everything on the Site is provided to you “as is” and “as available” without warranty or condition of any kind, either expressed or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or noninfringement. To the extent permitted by law, we expressly disclaim and exclude any representation or warranty whether express or implied under or in relation to your use of the Site. Where such a condition cannot be excluded then, to the extent permitted by law, our liability is limited, at our option, to re-supply of the good or service to which the condition relates or the payment of the cost of such a resupply\

7. LIMITATION OF LIABILITY

a) To the extent permitted by law we have no liability to you, whether for breach of these terms or in negligence or in any other tort or for any other common law or statutory cause of action arising in relation to these terms, the Site or the Content.

b) To the extent permitted by law no party involved in creating, producing, or delivering the Site or any Content will be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting from your



access to, or use of, or inability to use the Site and the Content, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not we know of the possibility of such damage.

8. GENERAL PROVISIONS

a) You acknowledge that we may, in our sole discretion and with or without notice,
i) vary the Site or any part of the Site; and
ii) modify or discontinue this Site, any part of the Site and the services available on it without notice.

b) The provisions of these terms and conditions entitled “Use of the Site is at your risk”, “Limitation of Liability,” and “General Provisions” will survive cancellation of your registration or termination of this agreement.

c) If any part of this agreement is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect.

d) This agreement will be governed by the laws of Tasmania, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of Tasmania, Australia.

e) You agree to defend, indemnify, and hold harmless us, our officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Site or the Content or your breach of this agreement.

9. NO PARTNERSHIP OR AGENCY

a) Nothing in these terms and conditions shall create a partnership, agency or joint venture between the parties and neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other party.

10. INDEMNITY

a) The organisation agrees to indemnify Volunteering Tasmania Inc from and against any:

- i) Liability incurred by Volunteering Tasmania Inc;
- ii) Claim by any volunteer that Volunteering Tasmania Inc has breached any duty of care owed to that volunteer; or
- iii) Loss or damage to the property of Volunteering Tasmania Inc; or
- iv) Loss or expense incurred by Volunteering Tasmania Inc in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and a cost of time spent, resources used or disbursements paid by Volunteering Tasmania Inc in connection in any way with these Terms and Conditions or the referral service.

11. DISCLAIMER

The organisation using this referral service agrees that it is an independent organisation responsible for its own actions and not agents of Volunteering Tasmania Inc. The organisation further agrees that Volunteering Tasmania Inc is not responsible for the operations or conduct of volunteers or organisations using this service.

12. DEFINITIONS

Applicable Law in relation to any person, action or thing means the following in relation to that person, action or thing: any law, rule or regulation of any country (or political sub-division of a country):

a) any obligation under any license in any country (or political subdivision of a country); and

b) any lawful and binding determination, decision or direction of a regulator in any country (or political subdivision of a country). Content includes things that you may see, read, hear, download or access on or via the Site (including but not limited to messages, files, data, software, images, photographs, illustrations, text and other materials). Posted includes uploaded, posted, emailed or otherwise electronically transmitted. We or us means Volunteering Tasmania.