



Can Assist Website Terms of Use

These Terms of Use (**Terms**) govern your use of our website located at www.canassist.org.au and our social media pages (together, **Website**) and form a binding contractual agreement between you, the user of the Website and us, the CANCER PATIENTS ASSISTANCE SOCIETY OF NEW SOUTH WALES (ABN 76 000 412 715) ("we", "us" or "**Can Assist**").

By using the Website, you acknowledge and agree that you have had sufficient chance to read and understand these Terms and you agree to be bound by them. If you do not agree to the Terms, please do not use the Website.

These Terms may be modified from time to time and you should regularly review them. Your continued use of the Website constitutes your agreement to any modified Terms.

1. LICENCE TO USE WEBSITE

1.1 We grant you a non-exclusive, world-wide, non-transferable licence to use the Website in accordance with the terms and conditions set out in these Terms.

1.2 You may access and use the Website in the normal manner.

1.3 You must not misuse this Website. You agree that you will not:

- (a) commit or encourage a criminal offense;
- (b) transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
- (c) hack into any aspect of the Website or Can Assist's systems; corrupt data; cause annoyance to other users;
- (d) infringe upon the rights of any other person's proprietary rights;
- (e) send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
- (f) attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.

1.4 You acknowledge and agree that:

- (a) we retain complete editorial control over the Website and may alter, amend or cease the operation of the Website at any time in our sole discretion; and
- (b) the Website will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).

- 1.5 You may link to our home page or specific branch pages, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page and branch pages. We reserve the right to withdraw linking permission without notice.

2. USER CONTENT

- 2.1 In these Website Terms of Use, the term "User Content" means any and all content that is submitted, posted or otherwise added to the Website or our social media pages by any user, including comments and posts.
- 2.2 We reserve the right to display, refuse to display, remove and/or amend all or any part of any User Content at our absolute discretion.
- 2.3 In respect of any User Content that you upload, you:
- (a) represent and warranty that your sharing of that User Content does not infringe any copyright or other legal right of any other person;
 - (b) must not upload any User Content that is unlawful, illegal, fraudulent, offensive, harassing, defamatory or harmful in any way; and
 - (c) grant us a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable and transferable license to use, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform and otherwise exploit all or any part of that User Content in any way at our absolute discretion.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 Nothing in these Terms constitutes a transfer of any intellectual property rights. You acknowledge and agree that, as between you and us, we own all intellectual property rights in or associated with the Website, including all information, text, materials, graphics, logos, button icons, images, video and audio clips, photographs, trade marks (whether registered or not, and specifically including the CAN ASSIST brand, logo and device), advertisements, layout, arrangement, graphical user interface, designs and trade dress, provided via the Website (**Website Material**).
- 3.2 All moral and intellectual rights are reserved by us and our licensors.
- 3.3 You agree that you will not copy, record, store, publish, manipulate, modify, adapt, distribute or otherwise reproduce, in any format, any of the Website Material without our express prior written permission. In particular, you will not record, publish, broadcast or redistribute any online event or webinar without our express prior written permission.
- 3.4 Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with us and you should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this Website are owned by the

respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to us.

4. PRIVACY POLICY

4.1 Your use of this site is also subject to our **Privacy Policy** located at <http://www.canassist.org.au/privacy-policy> and updated from time to time.

5. SUPPORT BACKEND

5.1 Part of our Website is the **Support Backend** requiring a login which allows some Employees, Members and Volunteers of Can Assist to access online resources and tools relating to the organisation and operation of Can Assist.

5.2 If you are given access to the Support Backend you may only use the Support Backend in the course of undertaking your role as a Volunteer, Member or Employee of Can Assist and consistent with any other obligations to Can Assist including complying with the Privacy Policy.

5.3 If you hold an account to access the Support Backend then you agree that:

- (a) all information provided by you in connection with the account is accurate; and
- (b) you will keep your account login details confidential and you will not allow any other person to use your account to access the Support Backend.

5.4 We reserve the right to suspend or terminate your account in the event that:

- (a) you breach any of these Terms;
- (b) you cease to be an Employee, Member or Volunteer;
- (c) the needs of Can Assist no longer require you to have access to the Support Backend;
or
- (d) you breach any other obligations you owe to Can Assist.

6. DONATIONS

6.1 Donation payments to Can Assist placed through the Website may be made:

- (a) by credit card processed online using a secure third party payment gateway; or
- (b) via direct bank deposit by electronic funds transfer (EFT).

6.2 Can Assist may use one or more third-party payment gateways to facilitate secure online payment transactions. Payments made through such payment gateways are subject to the terms and conditions and privacy policy of the relevant third-party providers.

6.3 Unless you expressly consent otherwise, Can Assist does not see or have access to any personal information that you may provide to such third party payment gateway providers, other

than information that is required in order to process your donation and deliver your receipt to you (e.g., your name, email address and billing address).

7. FUNDRAISING

- 7.1 The Website may contain links to third-party platforms that assist users to organise and run fundraising events to support Can Assist. Use of these platforms is subject to both the terms and conditions of the platform in question, and Can Assist's separate Fundraising Terms and Conditions.

8. WARRANTIES

- 8.1 You represent and warrant to us that you have the legal capacity to enter into these Terms.
- 8.2 The Website is provided by us on an "as is" basis without express or implied warranty of any kind.
- 8.3 We do not warrant:
- (a) that access to or use of the Website will be uninterrupted or error free or that the Website or any material on or accessible through the Website is free from errors or viruses, Trojan horses or other harmful components; or
 - (b) anything about the reliability, ownership, accuracy, completeness, timeliness, quality, physical state or suitability for a particular purpose of any information or material on or accessible through the Website.

9. LIABILITY

- 9.1 This clause does not exclude or limit the application of any statutory provision, including the *Competition and Consumer Act* (Cth), where to do so would:
- (a) contravene that statute; or
 - (b) cause any part of this clause to be void,

(Non-excludable condition).

- 9.2 Subject to clause 7.1, to the full extent permitted by law:
- (a) we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms. In particular, we exclude all terms, conditions, guarantees and warranties implied by custom, the general law or statute relating to the supply of goods and services;
 - (b) we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages; and
 - (c) Can Assist excludes liability for any delay in performing any of its obligations under these Terms where such delay is caused by circumstances beyond the reasonable control of Can Assist, and Can Assist shall be entitled to a reasonable extension of time for the performance of such obligations.

9.3 Our liability to you for breach of a Non-excludable condition as it relates to the supply of goods and services is limited, at our option, to:

(a) in the case of goods:

- (i) the replacement of the goods;
- (ii) the repair of the goods;
- (iii) payment of the cost of replacing or repairing the goods; and

(b) in the case of services:

- (i) the supply of the services again; or
- (ii) payment of the cost of having the services supplied again.

9.4 You accept all risks and responsibility for all loss, damages, costs and other consequences resulting from using the Website or the material on or accessible through the Website.

10. TERMINATION

10.1 These Terms terminate automatically if, for any reason, we cease to operate the Website. Any terms that by their nature extend beyond expiration or termination remain in effect.

10.2 We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way.

11. INDEMNITY

11.1 You agree to indemnify, defend and hold us harmless from any and all claims, liability, damages, costs and expenses arising from your use of the Website, your failure to comply with these Terms or from your violation of any applicable law.

12. GENERAL

12.1 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.

12.2 If a provision of these Terms is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

12.3 Each party must at its own expense do everything reasonably necessary to give full effect to these Terms and the events contemplated by them.

12.4 These Terms are governed by the laws of New South Wales and each party submits to the jurisdiction of the courts of New South Wales.