



Ashiana Humanitarian Network Limited

ACN 657 853 300

WEBSITE TERMS

1 Application and amendment

- 1.1 These Website Terms apply to your use of Ashiana Humanitarian Network’s website and any associated material, resources, tools or facilities accessed, or enquiries or applications made, via this website. A reference to ‘you’ and ‘your’ in these Website Terms includes you and any organisation on whose behalf you are acting.
- 1.2 By accessing Ashiana Humanitarian Network’s website or using its associated material, resources, tools or facilities, or making enquiries or applications via the website, you agree to be bound by these Website Terms as well as Ashiana Humanitarian Network’s Privacy Policy. If you do not agree with these Website Terms or our Privacy Policy you must not use our website or associated material, resources, tools or facilities.
- 1.3 These Website Terms are governed by the laws in force in the State of Western Australia and you agree to submit to the exclusive jurisdiction of its courts in respect of matters or disputes related to or arising out of these Website Terms.
- 1.4 Ashiana Humanitarian Network reserves the right to review and update these Website Terms at any time and will publish those changes via its website, and will apply to you from the date of publication.
- 1.5 Should you have any queries about these Website Terms, please contact Ashiana Humanitarian Network on info@ashiana.org.au.

2 Additional terms

- 2.1 These Website Terms are supplementary to other terms, policies, codes and rules published on Ashiana Humanitarian Network’s website including those concerning the following matters which prevail to the extent of any inconsistency in relation to their subject matter, unless otherwise stated:
 - (a) Clients
 - (b) Employment
 - (c) Volunteering
 - (d) Officeholding
 - (e) Membership
 - (f) Partnership
 - (g) Sponsorship
 - (h) Events
 - (i) Education and training
 - (j) Participation in Ashiana research

- (k) Ashiana's newsletter, and
 - (l) Any policies, codes and rules of Ashiana, including any Privacy Policy, Refunds & Cancellations Policy, Complaints Policy, Code of Conduct and Online Forum Rules.
- 2.2 You agree to comply with any of the additional terms set out in clause 2.1 which apply to you and your engagement with Ashiana Humanitarian Network.

3 Authority and capacity

- 3.1 You represent, acknowledge and agree that, by accessing and using Ashiana Humanitarian Network's website, you:
- (a) are at least 18 years of age or have the consent of your parent or guardian to access and use the Ashiana Humanitarian Network website, and
 - (b) are authorised to agree to the Website Terms on your own behalf or on behalf of your organisation and be bound by them.

4 Permitted and prohibited behaviour

- 4.1 You acknowledge and agree that you will only use the Ashiana Humanitarian Network website in a reasonable manner, in compliance with these Website Terms and any additional terms that apply to your engagement with Ashiana Humanitarian Network as set out in clause 2 above, as well as ordinary community standards of behaviour. The Ashiana Humanitarian Network website must never be used:
- (a) for any illegal, harmful, inappropriate or unlawful purpose
 - (b) in any way to unlawfully cause offence to, intimidate, harass or discriminate against a person including minors
 - (c) to communicate material that is illegal, defamatory, threatening, misleading or deceptive, or likely to mislead or deceive
 - (d) to misrepresent your identity or association with another person or organisation, to commit forgery, or to plagiarise, falsify or remove attributions or other designations of origin of the Ashiana Humanitarian Network website content
 - (e) to infringe any person's intellectual property rights, breach any duty of confidence, or breach any duty owed to Ashiana Humanitarian Network or any third party
 - (f) to transmit 'spam', junk, or any other offensive, obscene, offensive or threatening email to any person or company, or conducting or transmitting surveys, contests, chain letters or pyramid schemes, or soliciting money, personal information or security information from any person
 - (g) to attempt to hack or gain unauthorised access to Ashiana Humanitarian Network's website, information technology systems, networks or servers in any way, including seeking to, or procuring any third party to, modify the Ashiana Humanitarian Network website, or reverse engineer or otherwise deconstruct any of the Ashiana Humanitarian Network website source code
 - (h) to transmit material containing viruses, malware, or any harmful programs or code designed to adversely affect the operation of any computer software or hardware
 - (i) to use Ashiana Humanitarian Network's website to promote or conduct one's personal business, or to assist in the conduct of any third party's business, unless Ashiana Humanitarian Network expressly consents in writing,

- (j) for purposes that may adversely affect Ashiana Humanitarian Network's reputation or interests, or
 - (k) to collect, hold, use or disclose the personal information of others, or otherwise breach Ashiana Humanitarian Network's Privacy Policy.
- 4.2 You agree that, in accessing or using information about Ashiana Humanitarian Network or its clients, employees, officers, volunteers, members, partners, sponsors or third parties via Ashiana Humanitarian Network's website, you will only do so in a manner consistent with Ashiana Humanitarian Network's purposes, and for personal and not for commercial use or benefit. Without limitation, you agree not to sell, market, trade or disclose that information to any third party without Ashiana Humanitarian Network's and the relevant entity's consent. You also agree to ensure that you manage any client's, employee's, officer's, volunteer's, member's, partner's, sponsor's or third party's personal information in a manner consistent with Ashiana Humanitarian Network's Privacy Policy.

5 Copyright Notice

- 5.1 Ashiana Humanitarian Network exclusively holds all rights, title and interests (including intellectual property rights and copyright) in the benefits and services of Ashiana Humanitarian Network, any material or digital resources published or maintained by Ashiana Humanitarian Network, including via Ashiana Humanitarian Network's website, materials, training, services, library, registers, newsletters, whether in print or digital form, and any methods, software, technology, applications, and modifications to each, which enable the benefits and services to be delivered, and any associated text, audio visual materials or graphics (the **Materials**), unless otherwise expressly stated. Nothing in these Website Terms or otherwise transfers to, or creates any proprietary right or interest in, you or any third party any of Ashiana Humanitarian Network's property rights (including intellectual property rights) in the Materials.
- 5.2 Ashiana Humanitarian Network has taken reasonable steps to identify and contact all third party copyright holders and request their permission to reproduce material that is subject to copyright, and will in any case appropriately credit the copyright holder, where such material is used on this website or otherwise. To the extent that copyright subsists in a third party, it remains with the original owner and permission may be required for you to reuse the material.
- 5.3 Ashiana Humanitarian Network recognises and will protect Indigenous cultural and intellectual property rights, as contemplated by Article 31 of the UN Declaration on the Rights of Indigenous Peoples.
- 5.4 You are only permitted to access and download the contents of Ashiana Humanitarian Network's website or other digital resources and use any other Materials, in accordance with these Website Terms temporarily and solely for the purpose of viewing or taking a single copy of the information for personal, non-commercial use pursuant to a non-exclusive, non-transferrable, limited licence. You must not use any such Materials for any other purpose without Ashiana Humanitarian Network's prior written consent.
- 5.5 Without limitation but subject to the *Copyright Act* 1968, you are prohibited from transforming, building upon, modifying, editing, copying or creating derivative works from the Materials, using the Materials for commercial purposes or public display, reverse engineering any software or applications on the website, removing copyright or other proprietary notations, transferring the Materials to another person or mirroring the materials on another server or website. Where you use the Materials, you must give

appropriate credit to Ashiana Humanitarian Network, but without implying that Ashiana Humanitarian Network has endorsed you or your use of the Materials.

- 5.6 Ashiana Humanitarian Network's trademarks, trading name, brands, service names and marks, product names and marks, logos, artwork and layouts on its website or in its other Materials are proprietary to Ashiana Humanitarian Network (or any other identified third party owner) and protected under applicable laws. Notwithstanding any other provision in these Website Terms, you are prohibited from using or reproducing any of them without the owner's prior written consent.
- 5.7 Any licence to use any of the Materials automatically terminates where you breach these Website Terms and may otherwise be revoked by Ashiana Humanitarian Network at any time. Where this licence is terminated, you must destroy or return to Ashiana Humanitarian Network any extracts, derivative works, copies, downloads or originals of the Materials held by you in any form.
- 5.8 When you enter, or upload any text, photographs, video material, or graphics (**Your Content**) onto Ashiana Humanitarian Network's website, you:
 - (a) grant Ashiana Humanitarian Network a perpetual, irrevocable, royalty-free, worldwide, non-exclusive licence (with the right to sub-licence) to copy, edit, distribute and display Your Content to the extent necessary for Ashiana Humanitarian Network to (as determined by Ashiana Humanitarian Network in its discretion):
 - (i) enable you to obtain the benefit of Ashiana Humanitarian Network's online services or, where applicable, your client engagement, employment, volunteering, officeholding, membership, partnership, or sponsorship,
 - (ii) provide services and benefits to third parties,
 - (iii) undertake its work in accordance with its charitable purposes, and
 - (iv) operate, manage and maintain Ashiana Humanitarian Network's website and digital platform, and
 - (b) warrant that you have the right to grant the licence in this clause 5.8 and that by uploading or otherwise communicating Your Content and granting the above licence to Ashiana Humanitarian Network, you are not infringing any third party's intellectual property rights
 - (c) acknowledge and agree that Ashiana Humanitarian Network is not responsible for the manner in which Your Content is handled, stored, used or disclosed by any third party, including without limitation a member, provider, partner, sponsor, subscriber or member of the public.
- 5.9 Unless otherwise expressly advised by you, you agree that Your Content is in the public domain, not confidential and not subject to any third party intellectual property rights. Except as specified in clause 5.8, nothing in these Website Terms limits Ashiana Humanitarian Network's rights to use, disclose, publish or profit from such information without compensation to you.

6 Security

- 6.1 Ashiana Humanitarian Network takes reasonable steps to keep information it holds or receives on or via its website secure and to minimise the introduction of viruses, bugs or malware to Ashiana Humanitarian Network's website or any other online services, however, the transmission of data over the internet is not always secure and is not guaranteed.

6.2 You acknowledge and agree that you:

- (a) are using the Ashiana Humanitarian Network website as your sole risk and you acknowledge the internet is inherently insecure and Ashiana Humanitarian Network is not liable for any breaches of security or loss of information
- (b) will keep your account details, including usernames, passwords and other security information private, safe and secure at all times, and will notify Ashiana Humanitarian Network of any unauthorised use of that information immediately. Ashiana Humanitarian Network is otherwise entitled to assume that you are using that information whenever it is used to access the Ashiana Humanitarian Network website
- (c) must not share your security information with any other person and, unless otherwise agreed, acknowledge and agree that any security information provided to you is personal to you and not to be used by any third party
- (d) must take reasonable steps to protect any information identified by Ashiana Humanitarian Network on its website as confidential or not otherwise in the public domain, including the way in which Ashiana Humanitarian Network provides its services and benefits, and undertakes its work, and
- (e) must retain any benefits solely for yourself, for your personal use, and not share access with or disclose to any third party to any secure, restricted, reserved portions of Ashiana Humanitarian Network's website or any associated information or benefits which are not otherwise in the public domain or subject to a pay-wall or registration requirement.

6.3 You acknowledge and agree that, where you fail to keep your security information or benefits secure in accordance with clause 6.2, you will be compromising Ashiana Humanitarian Network's interests and intellectual property rights, and Ashiana Humanitarian Network may immediately terminate or suspend your access to the Ashiana Humanitarian Network website in accordance with clause 12.

7 Links to third party websites and cookies

7.1 Ashiana Humanitarian Network may include links to third party websites on the Ashiana Humanitarian Network website for convenience only. Unless otherwise stated on those third party websites, Ashiana Humanitarian Network does not:

- (a) review, control or examine third party websites
- (b) verify, recommend or endorse the accuracy or currency of information on third party websites, or
- (c) endorse, support, sponsor, recommend, approve or have an affiliation with the third party websites, the third party or any associated goods or services.

7.2 You acknowledge that Ashiana Humanitarian Network is not responsible for the third party websites, or any associated content, advertising, products, services, availability, materials or facilities on or via those third party websites, or any further links to other third party websites contained on those websites, or the conduct of any person in respect of the third party websites. You are solely responsible for reviewing, agreeing to and complying with any terms applicable to the use of any third party website and Ashiana Humanitarian Network disclaims all responsibility or liability for your conduct in using a third party website.

8 Cookies

- 8.1 Cookies are text files which attach to your device when you visit the Ashiana Humanitarian Network website or page to collect data about your usage of the Ashiana Humanitarian Network website. Cookies enable the Ashiana Humanitarian Network website, or other websites, to recognise your device when you visit the Ashiana Humanitarian Network website at a later date. Most web browsers accept cookies by default. Ashiana Humanitarian Network also uses web beacons and other storage technologies to collect information from Ashiana Humanitarian Network's website, and they enable the Ashiana Humanitarian Network website, or other websites, to recognise your device when you visit the Ashiana Humanitarian Network website at a later date.
- 8.2 Ashiana Humanitarian Network uses cookies to enable your website experience to be personalised to you, by recalling your preferences and past usage of the Ashiana Humanitarian Network website and associated statistics. This gives Ashiana Humanitarian Network information about users of the Ashiana Humanitarian Network website including its subscribers, members, partners, providers, and sponsors and to inform changes Ashiana Humanitarian Network makes to website's functions, features and layout to improve your experience. Cookies can identify a computer, but would not know your identity unless you are otherwise registered with the website as, for example, a subscriber, member, partner or provider. Where this is the case, the cookie will attach to your profile.
- 8.3 Ashiana Humanitarian Network uses various cookies on its website. Necessary cookies are those which are issued from the ashiana.org.au domain and are used to identify language and location or provide basic site functionality. This may include cookies to enable you to log into secure areas of Ashiana Humanitarian Network's website or comply with the law. If you disable these cookies in your browser settings, the website may not function properly for you.
- 8.4 Session cookies are temporary cookies to remember you while you are visiting the website and they close when you close your web browser. Persistent cookies remain on your device after you have closed your browser and restarted your device, and are used to understand your preferences, analyse behaviour, improve your website experience and site functionality, and target advertising.
- 8.5 Third party cookies are managed by other parties like Ashiana Humanitarian Network's partners, contractors or service providers and may be required to render or make functional certain forms (e.g. an application, a payment, web analytics, social media), or to allow for some advertising outside of the Ashiana Humanitarian Network website (e.g. to bring you offers or advertisements that may be of interest to you). Third parties may use similar cookies to those used by Ashiana Humanitarian Network as noted above.
- 8.6 If you do not want to receive cookies other than those that are necessary, you can change the settings on your browser to refuse or change what cookies apply, however, this may affect your ability to access and use all aspects and functions of the website.

9 No reliance

- 9.1 You acknowledge and agree that:
 - (a) Ashiana Humanitarian Network does not endorse or recommend any jobs, individuals, organisations, or opportunities advertised, listed, promoted or registered on Ashiana Humanitarian Network's website, nor that any jobs or opportunities are available when you access them and valid, nor that any person applying for such jobs or opportunities are suitable for them. You are solely responsible for undertaking due

diligence to:

- (i) verify the suitability, merit, standing, credentials, capability and availability of such jobs, individuals, organisations, or opportunities,
 - (ii) evaluate and verify the accuracy, utility and completeness of the information obtained via Ashiana Humanitarian Network's website, and
 - (iii) obtain your own independent legal, taxation, financial, accounting and commercial advice before making any application or entering into any related agreement, and
- (b) Ashiana Humanitarian Network is not responsible or liable in any way for any decision taken by you in reliance upon information accessed via or omitted from Ashiana Humanitarian Network's website.
- (c) While reasonable care has been taken in its preparation, Ashiana Humanitarian Network does not make any express or implied representations or warranties as to the completeness, accuracy, currency or reliability of any matter, material or information provided or accessed on or via its website. The information provided on Ashiana Humanitarian Network's website is provided for guidance only, must not be relied upon by you or any third party for any purpose, is not suitable for any person's specific financial, charitable or business objectives, and is not a replacement or substitute for professional advice tailored to your circumstances or the exercise of independent judgement.
- 9.2 You acknowledge and agree that Ashiana Humanitarian Network is not responsible for and does not endorse, approve or verify the currency or accuracy of any text, photographs, video material, or graphics posted or uploaded or communicated by any other user or third party (**Third Party Content**) onto Ashiana Humanitarian Network's website and disclaims any loss or liability suffered by any person associated with the uploading of the Third Party Content or their reliance upon the Third Party Content for any purpose.

10 Disclaimer

10.1 To the maximum extent permitted by law:

- (a) Ashiana Humanitarian Network's website and associated services and materials are provided without any express or implied representations or warranties and on an 'as is' basis. Ashiana Humanitarian Network does not warrant the suitability of the website, and associated services and materials, for your purposes.
- (b) Ashiana Humanitarian Network does not represent or warrant the availability of the Ashiana Humanitarian Network website or associated services and materials for use at all times, uninterrupted or error-free, or free of viruses, malware, bugs or interference.

10.2 Where liability for breach of warranty cannot be excluded at law, Ashiana Humanitarian Network limits its liability to the repair of its website or associated services or materials.

10.3 To the maximum extent permitted by law, Ashiana Humanitarian Network disclaims all liability for:

- (a) any claim, allegation, cause of action, proceeding, liability suit or demand made, however it arises and whether it is present or future, fixed or unascertained, actual or contingent, or

- (b) any loss, damage, liability or obligation, compensation, fine, penalty, charge, payment, cost or expense (including legal costs and expenses on a full indemnity basis) however arising and whether it is present or future, fixed or unascertained, direct or indirect, actual or contingent and including loss of profits, loss of revenue or loss of opportunity

in connection with the Ashiana Humanitarian Network website or any material, information, facility, or resources provided on or via the Ashiana Humanitarian Network website, including without limitation by reason of any reliance placed by you or any third party on the Ashiana Humanitarian Network website or any material, information, facility, or resources provided on or via the Ashiana Humanitarian Network website in contravention of these Website Terms.

- 10.4 Ashiana Humanitarian Network is not liable for the acts or omissions any third party in connection with your use of Ashiana Humanitarian Network's website or associated services or materials.
- 10.5 To the maximum extent permitted by law, you agree to exclude the operation and effect of the *Civil Liability Act 2002 (WA)*, including without limitation Part 1F, in respect of all and any rights, obligations and liabilities under these Website Terms or any additional terms referred to in clause 2, whether such rights, obligations or liabilities are sought to be enforced as a breach of contract, or a claim in tort, or otherwise.

11 Changes to the website

- 11.1 Ashiana Humanitarian Network reserves the right to change, add to, or delete, information, facilities or resources on its website in its discretion at any time.

12 Ashiana's right to suspend or terminate access

- 12.1 You acknowledge and agree that Ashiana Humanitarian Network may immediately suspend or terminate your access to the Ashiana Humanitarian Network website if you breach these Website Terms or we reasonably suspect you have done so, or otherwise have used the Ashiana Humanitarian Network website for any unacceptable purpose, and that any suspension or termination by Ashiana Humanitarian Network is reasonable and proportional in the circumstances to protect the Ashiana Humanitarian Network's interests.
- 12.2 If Ashiana Humanitarian Network suspends or terminates your access to the Ashiana Humanitarian Network website, Ashiana Humanitarian Network is not liable for any damage or loss resulting from that suspension or termination suffered by you or any third party.
- 12.3 You agree that you will not attempt to overcome any suspension or termination by registering a new username or identity on Ashiana Humanitarian Network's website.

13 Indemnity

- 13.1 You agree to indemnify Ashiana Humanitarian Network for any costs, losses or expenses, including legal costs on a full indemnity basis, associated with your breach of these Website Terms, or your reliance upon any information contained in or derived from Ashiana Humanitarian Network's website in contravention of these Website Terms, or your breach of any other legal obligation or your use of or conduct on Ashiana Humanitarian Network's website.
- 13.2 This indemnity will survive termination of these Website Terms and you acknowledge

that in respect of a breach of clause 4, Ashiana Humanitarian Network may suffer loss for which damages may not be an adequate remedy.

14 Complaints, waiver, invalidity and relationship

- 14.1 If you have any questions, concerns or wish to provide feedback about Ashiana Humanitarian Network's website, please contact Ashiana Humanitarian Network via info@ashiana.org.au.
- 14.2 Where Ashiana Humanitarian Network adopts a Complaints Policy to address how it handles complaints and disputes with entities, including users of Ashiana Humanitarian Network's website, you agree to comply with that Complaints Policy and will comply with any amendment to the Complaints Policy published on Ashiana Humanitarian Network's website.
- 14.3 Clauses 1.3, 3, 4, 5, 6.2, 6.3, 7, 8, 9, 10, 12.2, 12.3, 13, 14.3, 14.4, 14.5 and 14.6 survive termination of these Website Terms.
- 14.4 None of these Website Terms may be waived except by writing signed by the relevant party. A failure to enforce a right or obligation does not waive that right or obligation at that time or at any future time.
- 14.5 If any part of these Website Terms is or becomes invalid or unenforceable, it will be deemed deleted and that deletion will not affect the other parts of these Website Terms, all of which will remain in full force and effect to the extent permitted by law, subject to any necessary modifications arising from the deletion.
- 14.6 Nothing in these Website Terms constitutes a party as the partner, agent, employee, officer or joint venturer of any party, and no party will make any contrary representation to any other person.