

Philanthropy Australia Website Terms of Use

1 About this website

- 1.1 These Terms of Use apply to the websites owned and operated by Philanthropy Australia Inc. (ABN 79 578 875 531) (**Philanthropy Australia**) under the domain names “philanthropy.org.au” and “philanthropywiki.org.au” (the **Websites**).
- 1.2 Your use of the information, graphics, text, software and materials (**Content**) on the Websites is governed by these Terms of Use and our [Privacy Policy](#).
- 1.3 If you are a member (**Member**) of, or subscriber (**Subscriber**) to, any of the Websites and have access to Content that is not generally available to the public (**Restricted Content**), your use of Restricted Content is also governed by these Terms of Use and our [Privacy Policy](#).
- 1.4 By using any of the Websites you agree to be bound by these Terms of Use.
- 1.5 In addition to the Terms of Use contained in this document, other terms of use or conditions may apply to your use of the Websites, parts of the Websites, or to the supply of products and services offered via the Websites. By using these parts of the Websites or obtaining products or services via the Websites, you also agree to be bound by these additional terms.

2 Links to other websites

The Websites may contain links to third party websites. Philanthropy Australia does not sponsor or endorse the operators or content of any linked websites. Subject to any applicable law which cannot be excluded, Philanthropy Australia makes no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any linked websites, material or products or services.

3 Information available at the Websites

The Websites provide general information about Philanthropy Australia and Philanthropy Australia’s various programmes, products, services and activities.

In addition, the Websites may contain or make available various message services, email lists, mailout or newsletter services, or other tools and facilities which may be of use to you. Whilst Philanthropy Australia has made every effort to ensure that any such features are accurate and free from defect, Philanthropy Australia does not warrant the accuracy, correctness or completeness of these features, which are provided on an “as is” basis.

4 Access to the Websites

4.1 Unrestricted access to the Websites

Certain parts of the Websites are generally available to all.

4.2 Restricted access to the Websites

Some parts of the Websites and Restricted Content are only available to Members and Subscribers.

If you are a Member or Subscriber, you will be provided with a username (**Username**) and password (**Password**) by us to access the Restricted Content that is available to Members or to Subscribers on the Websites from time to time.

5 Specific terms relating to Members

- 5.1 If you are a Member, you may access the Restricted Content available to Members but may only disclose your Username and Password and any Restricted Content to people within your organisation.
- 5.2 You must ensure that persons within your organisation to whom you disclose your Username and Password are informed of, and comply with, these Terms of Use.
- 5.3 You must ensure that access to The Australian Directory of Philanthropy Online (**Directory**) is not provided on the external website of your organisation.
- 5.4 The Projects Pool section of philanthropy.org.au is provided for Members to exchange information about projects proposed by charities or not-for-profit organisations. Each entry in the Projects Pool forms a general recommendation by the submitting Member only, and does not substitute for due diligence in researching projects or organisations. Neither the recommending Member or Philanthropy Australia takes any responsibility for the viability or suitability of that project. All Members should make their own enquiries before making any decisions on their donations or grants, including contact the charity/not-for-profit organisation directly and using external tools such as ABN Lookup to research and verify information on the projects and organisations listed.

6 Specific terms relating to Subscribers

6.1 Knowledge Centre Subscribers

If you are a Knowledge Centre Subscriber, you may access Restricted Content provided that:

- (a) you only disclose your Username and Password to persons within your organisation and ensure that they are informed of, and comply with, these Terms of Use;
- (b) you only disclose Restricted Content to people within your organisation; and
- (c) you ensure that access to the Directory is not provided on the external website of your organisation.

6.2 Organisational Directory Subscribers

If you are a subscriber to the Directory for use within your organisation only (**Organisational Directory Subscriber**), you may access Restricted Content provided that:

- (a) you only disclose your Username and Password to an agreed number of custodians within your organisation and ensure that they are informed of, and comply with, these Terms of Use;
- (b) you only disclose Restricted Content to people within your organisation;
- (c) you ensure that access to Restricted Content is only provided on-site; and
- (d) you ensure that access to Restricted Content is not provided on the external website of your organisation.

6.3 Public Access Directory Subscribers

If you are a Public Access Directory Subscriber you may make the Directory publicly available provided that:

- (a) you only disclose your Username and Password to an agreed number of custodians within your organisation and ensure that they are informed of, and comply with, these Terms of Use;
- (b) you ensure that access to Restricted Content is only provided on-site; and
- (c) you ensure that access to the Directory is not provided on the external website of your organisation.

6.4 Wiki Subscribers

If you are not a Member, you may request to contribute to wiki pages allowing the collaborative development of certain content on the Websites (**Wikis**). We may approve or deny your request in our sole discretion. If we approve your request, you must keep your username and password confidential.

7 Your Content

The Websites may provide facilities whereby you can provide your information, content, comments or opinions to the Websites (**Your Content**). These facilities may include Wikis, the ability to post comments about blog posts and email discussion tools (**Email Listservs**) which utilise a single email address to relay messages to all users who are subscribed to a particular email listserv. Your Content will be available to other users of the Websites. Philanthropy Australia accepts no responsibility for third party use of Your Content.

Your Content must not be illegal, misleading or deceptive, offensive, discriminatory, defamatory, pornographic or of any other category determined to be inappropriate by Philanthropy Australia. You must own all intellectual property rights in and be permitted to upload to the Websites Your Content. You must ensure that Your Content is accurate, complete and up-to-date. If you use Email Listservs, you must also comply with Philanthropy Australia's [Email Listserv Policy](#) (access may be limited to logged-in Members).

Whilst under no obligation to do so, Philanthropy Australia retains the right to review, edit, or remove from the Websites any of Your Content, in whole or in part, at any time and without notice to you.

By uploading Your Content to the Websites, you grant Philanthropy Australia a perpetual, non-exclusive, worldwide, irrevocable, royalty-free, license to use, republish and modify Your Content, including the right to sub-licence Your Content, in connection with the services or activities of Philanthropy Australia, including but not limited to use in any newsletters or publications of Philanthropy Australia.

8 Availability of the Website

As electronic services are subject to interruption or breakdown, access to the Websites is offered on an “as is” and “as available” basis.

9 Warranties

While we have made every effort to ensure that the Content and Restricted Content is free from error, Philanthropy Australia does not guarantee or warrant the accuracy, adequacy or completeness of Content or Restricted Content on the Websites. All Content and Restricted Content is provided on an “as is” basis and without guarantees or warranties of any kind, either express or implied. All terms implied by law, except those that can not be lawfully excluded, are excluded. All Content and Restricted Content is subject to change without notice. Philanthropy Australia does not warrant that the Websites or any linked websites will be free from viruses or defects.

10 Limitation of Liability

Subject to any responsibilities implied by law and which cannot be excluded, Philanthropy Australia, and its directors, employees, agents and contractors, are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to any Content or Restricted Content on the Websites, to any material on linked websites, or to access or use of the Websites by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise.

The liability of Philanthropy Australia for breach of a condition or warranty implied by law, and which cannot be excluded, is limited to the extent possible at Philanthropy Australia’s option, to the supply of the goods or services again, the repair of the goods, or the payment of the cost of having the goods or services supplied again or repaired.

11 Indemnity

You indemnify Philanthropy Australia in respect of any liability incurred by Philanthropy Australia for any loss or damage, howsoever caused, suffered by Philanthropy Australia as a result of your breach of these Website Terms of Use, your use of the Websites, or Your Content being posted on the Websites or Philanthropy Australia or any third party’s use of or reliance on Your Content.

12 Copyright and trade marks

Copyright in the Content and Restricted Content on the Websites is owned or licensed by Philanthropy Australia, unless indicated otherwise.

Except where necessary for viewing the Content and Restricted Content on the Websites or your browser, or as permitted under the Copyright Act 1968 (Cth) or other applicable laws or these Terms of Use, no Content or Restricted Content on the Websites may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in

any form by any process without the prior written consent of Philanthropy Australia.

“Philanthropy Australia” and all associated trade marks, are trade marks of Philanthropy Australia Inc. Third party trade marks are trade marks of the respective third parties.

13 Acceptance and changes to these Terms of Use

You acknowledge and accept that your use of the Websites indicates your acceptance of these Terms of Use. Philanthropy Australia may at any time vary the Terms of Use by publishing the varied Terms of Use on the Websites. You accept that by doing this, Philanthropy Australia has provided you with sufficient notice of the variation.

14 Jurisdiction

The law applicable to the Websites and to disputes arising out of the Websites is the law of the State of Victoria, Australia.