

#CULTUREBites MEMBERSHIP Terms & Conditions

JUNE 2020



CHANGING CHANGE INTERNATIONAL (CCI)

#CULTUREBites TERMS & CONDITIONS

This document sets out our general terms and conditions, in plain English, for ease of use.

They are updated periodically, with the latest version uploaded to the CCI website.

They relate to both Individual #CULTUREBites Memberships and Group #CULTUREBites Memberships.

Full website and other terms and conditions that impact your use of the services, are set out separately at the end of this document under "Terms and conditions of use". They should be read in conjunction with the general terms and conditions, privacy policy etc set out on our website here: www.cultureincorporated.com.au/ small-print.

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WHAT YOUR MEMBERSHIP INCLUDES

All Memberships are either Individual or Group Memberships. Examples of Individual Memberships include Advocate, Conversation Leader, Advocate NFP/Start Up, VIP Start Up etc and examples of Group Memberships include Avocate4, Conversation Leader4, NFP4 etc.

Your #CULTUREBites Individual Membership gives you:

- ▶ Access to 10 x #CULTUREBites sessions over 12 months which may be in-person or virtual
- ▶ Preferential access to individual #CULTUREBites lunches for your guests at a reduced investment
- ▶ #CULTUREImmersion: Half price for you and half price for a guest
- ▶ Resources & insights to support you and your team: Templates, Ebooks, Articles and Blogs, Videos
- ▶ #CULTURE Attunement: Generous discounts on programs and trainings

Your #CULTUREBites Group Membership is for four (4) individuals from the same company, and gives each named individual in that Group Membership the benefits outlined above and is in all respects treated the same as an Individual Membership except for how the Fees are collected (Please see below for further details of how the Group Members are charged.)

All #CULTUREBites Memberships are subject to the following terms and conditions.

OUR COMMITMENT

We commit to:

- ▶ Arranging a #CULTUREBites Session (usually on the 3rd Wednesday of each month), excluding December and January and the month in which the full day #CULTUREImmersion is arranged
- ▶ Providing high quality and experienced speakers (Conversation Leaders) for each #CULTUREBites session
- ▶ Providing high quality and ample food at each session, taking into account dietary issues of Members and Guests for all in-person sessions
- ▶ Keeping the session to time
- ▶ Hosting a private online member's area (The Inner Squirrel) in which all materials and details for each session can be accessed
- ▶ Hosting each #CULTUREBites in-person session in quality venues in the Sydney CBD that offer easy transport options and enrich your experience or on Zoom or other platform for virtual sessions
- ▶ Offering you seats at the #CULTUREBites table for your Guests as a priority over casual attendees, providing the Guest Fee has been paid
- ▶ Collecting your Annual Membership Fee and Session Fees as scheduled
- ▶ Asking for your feedback following each #CULTUREBites session, so that we can maintain quality, with links to our survey sent to you via email and accessible via the Your Thoughts area of the Inner Squirrel
- ▶ Posting each session video and session materials in The Pantry area of the Inner Squirrel for your personal use as soon as possible after each session, where available

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- ▶ Providing additional value add materials for your personal use from time to time, in The Pantry area of the Inner Squirle
- ▶ Advising you in advance of each Session venue and details, both by email and in The Ingredients section of the Inner Squirle
- ▶ Where possible, keeping to the published roster of Conversation Leaders as outlined on The Menu section of the Inner Squirle, and where necessary substituting alternative Conversation Leaders, giving you notice as soon as practicable
- ▶ Growing the Membership and creating a safe and stimulating environment by maintaining the quality of Members, Conversation Leaders and conversations at each #CULTUREBites session
- ▶ Assisting you to connect with your fellow #CULTUREBites Members both in and outside each #CULTUREBites session, which may include maintaining a Facebook Group for #CULTUREBites Members and Casual guests
- ▶ Keeping any information you share with us private and secure
- ▶ Arranging a multi-session #CULTUREImmersion with high quality Conversation Leaders to which you will receive preferential access, which will take place instead of that month's #CULTUREBites session
- ▶ Offering you preferential rates for any programs you engage CCI to develop for you or your company
- ▶ Acknowledging and responding to your questions, queries, suggestions and complaints as soon as possible, and putting learnings into practice as soon as practicable. We aim to be fair in all our dealings
- ▶ Removing any Member, Guest, Substitute or Casual Attendee who does not uphold a high standard of conduct.

PRIVATE MEMBERS' AREA

As soon as you join #CULTUREBites, you will have access to the private members area called The Inner Squirle, where full details of the sessions and resources are held. Details will be sent to you by email to your nominated email address.

- ▶ This private members area is only accessible by Members, and you will need to create a User ID and password to log into it.

STANDARDS OF CONDUCT

The #CULTUREBites Membership has been created so that attendees can make new personal and professional connections, and enjoy the company of an incredible peer group whilst learning and growing together.

- ▶ We expect every attendee to treat everyone with respect. That includes arriving on time and staying for the full session.
- ▶ Do not attempt to sell to or conduct business with anyone whilst in the #CULTUREBites room, or to attempt to do so outside of the sessions, unless that person has agreed to connect with you for that purpose.
- ▶ We reserve the absolute right to terminate your membership if we believe that your conduct is inappropriate in any way.

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- ▶ If you have any concerns about the conduct of any fellow Member, Guest, Casual Attendee or Substitute, please let us know as soon as possible via email to julie@cultureincorporated.com.au or call 0449 85 85 96.

ANNUAL MEMBERSHIP & SESSION FEES

- ▶ #CULTUREBites is a rolling Membership with an initial minimum twelve (12) month period from your join date.
- ▶ Payments will be collected from you each month from the nominated credit card.
- ▶ The Annual Membership Fee (if one is payable) and the first month's Session Fees are collected by us from the credit card details you enter on the #CULTUREBites membership website.
 - ▶ The date of this transaction is your Join Date.
 - ▶ These fees are not refundable under any circumstances.
- ▶ Your second #CULTUREBites Session Fee will be automatically collected from the same credit card, one month after your original joining date. So if you joined #CULTUREBites on the 15th of the month, your credit card will be debited on the 15th of the following month.
 - ▶ Each subsequent Session Fees will be collected in the same manner.
 - ▶ Session Fees are not refundable under any circumstances.
- ▶ If you change your credit card or it expires, please advise us, to ensure your Membership is up to date at all times.
 - ▶ If your payment is not honoured, for whatever reason, we will contact you for an alternative payment method.
 - ▶ If your Session Fees are not up to date, for whatever reason, you will not be able to join a session, nor will you be able to access the #CULTUREBites website materials held in the private member's area (the Inner Squirrel).
 - ▶ Access will be reinstated once your account is up to date.
- ▶ An Annual Membership Fee is payable each year on the anniversary of your Join Date, unless this is waived by CCI. You will be advised of the prevailing rate at the time of your membership renewal, and if any discount is applicable.
- ▶ The amount of the Session Fee is fixed for the first 12 months of Membership. If a Session Fee increase becomes necessary, you will be advised at least 30 days in advance of the new Session Fee coming into effect.
- ▶ If at any time we feel that we are no longer able to deliver value to you through the #CULTUREBites Membership, we will withdraw the program and no further fees will be payable. Fees already paid are not refundable under any circumstances.
- ▶ If at any time, we feel that your conduct has been inappropriate and your continued inclusion in the Membership would be detrimental to our Members, we reserve the right to cancel your Membership with immediate effect. No further fees will be payable. Fees already paid are not refundable under any circumstances.

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CHARGING GROUP MEMBERSHIP FEES

- ▶ The Group Membership covers up to four (4) members from the same company.
- ▶ If you are part of a Group Membership, then the payments for the Annual Membership Fee and Session Fees for the whole group will be charged to the single credit card that was entered when the membership was set up.

CHANGING MEMBERSHIP TYPE (INDIVIDUAL/GROUP)

- ▶ If you wish to move from a Group Membership to an Individual Membership, or vice versa, then please contact us for details, and to provide us with a replacement changing mechanism.
- ▶ We will advise you of the prevailing Session charges at the time, which may also include payment of an Annual Membership Fee.

GUEST FEES & CASUAL ATTENDANCE FEES

- ▶ Guest Fees (applicable for Venue, Conversation Leader, and CCI's guests, and Member's guests up to the prescribed limits) and Casual Attendance Fees (applicable to everyone else) are charged at the prevailing rate stated on the CCI website, and are subject to revision at our sole discretion; if we change the Guest fees, we will give you 30 days notice. The Guest fee will always be less than the prevailing Casual Attendance Fee.

CANCELLING OR SUSPENDING YOUR MEMBERSHIP

- ▶ If you are within your initial 12 month term and are no longer able to continue your membership for compelling reasons, and are unable to provide a Substitute from your company, then please call Julie on 0449 85 85 96 to discuss the options. Cancellation or suspension during this period is at our sole discretion.
- ▶ After the initial 12 month term, you may cancel your membership at any time, by advising us in writing
 - ▶ Upon cancellation, you will no longer be able to attend any #CULTUREBites sessions, or access any materials in the Inner Squirle for which a Session Fee, or a Casual Attendance Fee has not been paid
 - ▶ If you do not cancel your membership in writing, your Session Fees will continue to be automatically debited from your nominated credit card until such written notification is received
 - ▶ Session fees debited from your credit card before you advise us in writing of your cancellation are not refundable under any circumstances
- ▶ If there are compelling circumstances which mean you need to suspend your Membership, then please call Julie on 0449 85 85 96 to discuss what options might be available. Suspension is at our absolute discretion.

ATTENDANCE

You need to let us know if you are attending a #CULTUREBites session

- ▶ Please confirm your seat and that of your guest(s) up to 30 days prior to the #CULTUREBites session
- ▶ You need to tell us as soon as possible, or at least five (5) days before each #CULTUREBites session that:
 - ▶ you will be attending, or if you cannot attend
 - ▶ details of your guests, if any
 - ▶ details of any substitute from your company if you cannot attend
 - ▶ dietary issues that we need to know about to ensure the safety of you and/or your guests
- ▶ Please use the form in The Ingredients section of the Inner Squirle to advise us of these details, or if you do not have access to the Inner Squirle, by email to julie@cultureincorporated.com.au.
- ▶ If you do not advise us that you will or will not be attending at least five (5) days before each #CULTUREBites session, we will assume that you will not be attending, and will not include you in catering numbers, will not create your badge, and will release your seat.

GUEST ATTENDANCE

You can invite Guests to each #CULTUREBites session, subject to availability of seats, and the limit on the number of times the same guest can be a #CULTUREBites Guest outlined below.

- ▶ Each Guest must be paid for by the Member in advance by using the form in The Ingredients.
- ▶ We will send direct confirmation to your Guests of the venue, speaker etc.
- ▶ To ensure there is space for your Guest please book them in as soon as possible using the form in The Ingredients which is generally available within 48 hours of the previous month's #CULTUREBites session.
- ▶ You may book in as many Guests as you like for each session, subject to the availability of space and payment of the applicable Guest Fees.
 - ▶ The number of seats available for Guests varies each month based on Member attendance and venue space, so please check with CCI if you wish to book more than two guests in for a session.
- ▶ Members are given priority access to all #CULTUREBites sessions, with Guests generally taking priority over Casual Attendees, however we do not guarantee that your Guests will be accommodated.
- ▶ There is a Repeat Guest Limit of two sessions, which means that a Member Guest can only attend two (2) #CULTUREBites sessions in any 12 month period, which may be waived at the discretion of CCI. If the Guest wishes to attend more #CULTUREBites Sessions, then they are welcome to join the Membership, or pay the full Casual Attendance Fee.

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NON-ATTENDANCE

We encourage you to attend every session, to get maximum benefit from the Membership. To help us manage each #CULTUREBites session, you need to let us know if you are not able to attend, on a per Session basis; early notification is appreciated.

- ▶ If you are unable to attend, you can advise us up to 30 days prior to the #CULTUREBites session using the form in The Ingredients. Please advise us no later than 5 working days prior to the #CULTUREBites session if you are unable to attend.
 - ▶ If you are unable to access The Inner Squirrel, then please let us know by email to julie@cultureincorporated.com.au.
- ▶ Your full Session fee is still payable; we do not issue refunds or suspensions for any sessions not attended in person.
 - ▶ You will be able to access the missed session's full session video and presenter materials, if any, in The Pantry section of the Inner Squirrel for review at your leisure, providing your membership fees are up to date. These materials will be uploaded to the Inner Squirrel as soon as possible after each session.
- ▶ You may nominate a Substitute from your company, to attend in your stead at no additional cost, providing you advise us of that person's details, and any dietary issues at least 5 working days before the session.
 - ▶ We will issue confirmation to your Substitute of the session details directly.
 - ▶ If you do not advise us of a Substitute, reallocation of your seat is at our discretion. We will release the seat for use by other Member's Guests, guest of the Conversation Leader or Venue, Casual Attendees, or we may gift the seat to an NFP other deserving person.
- ▶ If you are unable to attend a session, but would still like a guest to attend, you can do so by completing the lower section of the form in The Ingredients section of the Inner Squirrel and paying the applicable Guest fee.

MATERIALS PROVIDED OR MADE AVAILABLE BY CCI

- ▶ The session information and materials including but not limited to full session videos and presenter materials, added value information and tools provided to #CULTUREBites Members in the Inner Squirrel (primarily in The Pantry), and other locations such as social media, Dropbox or Vimeo or directly to you by virtue of your Membership (the Materials) are to support your learning and knowledge, and are designed to support you to champion creating an incredible company culture.
- ▶ You may use the Materials for your personal use, and you may discuss the information with your team members only.
 - ▶ You are strictly prohibited from downloading or distributing the Materials in whole or part to third parties, including clients and customers (whether for profit or not), or posting any part of the content on social media or other platforms, unless explicit consent has been given to you by the owner of the materials, and/or CCI.

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PROMOTION OF THE MEMBERSHIP AND OF INDIVIDUAL SESSIONS

We will continue to grow the Membership to deliver the maximum benefit to Members.

- ▶ We would love our Member's help to grow the Membership and to source Conversation Leaders and Venues in which to host the sessions. To nominate potential Members, Conversation Leaders and Venues, please email julie@cultureincorporated.com.au.
- ▶ Each session will be videoed and a highlight video will be created from the content, as well as a full session video which is exclusively for Members to view in the Inner Squirrelle.
 - ▶ You will be asked to sign a waiver during your first #CULTUREBites session, acknowledging that the session will be recorded and used to promote the Membership.
- ▶ You may promote the #CULTUREBites membership to your friends, colleagues and connections. You may also promote the individual sessions to your friends, colleagues and connections.
 - ▶ From time to time we may offer to create coupon codes for your contact's use which will reduce the investment required for Membership and/or individual Session Fees.
 - ▶ From time to time, we may incentivise all or individual Members to promote the #CULTUREBites Membership and session attendance. Details of such "Member Get Member" program incentives will be shared with you when created.
- ▶ If you wish to support the growth of the membership and session attendance, then please contact us for marketing materials, and information on our hashtags etc.

PRIVACY

- ▶ We will hold your personal information in accordance with our Privacy Policy.
- ▶ Your name will be included on the list of #CULTUREBites Members handed to attendees at sessions
- ▶ Your name and short bio and a link to your LinkedIn profile will be held in The Table in the Inner Squirrelle to enable other Members to connect with you.
- ▶ You can review our full privacy policy here: <https://www.cultureincorporated.com.au/small-print/>

ONLINE SECURITY

- ▶ The details you provided to us upon joining the #CULTUREBites Membership are held securely online by us.
 - ▶ Your log in to the Inner Squirrelle is confidential to you.
 - ▶ You must not share your log in details with anyone.
 - ▶ Please ensure that you log out if you share a computer.
- ▶ If you wish to change your password to access the site, you can perform a "forgotten password".

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COMPLAINTS & COMPLIMENTS

We are not perfect by any means. If you have any complaints (or compliments), then please contact julie@cultureincorporated.com.au and we will acknowledge your communication and respond to you as soon as possible.

AMENDMENTS TO THESE TERMS AND CONDITIONS

We reserve the right to vary these terms and conditions from time to time, at our discretion, to enable us to provide the services to you. You will be notified of any material changes.

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TERMS AND CONDITIONS OF USE

1. Introduction

- 1.1. These terms and conditions shall govern your use of our website www.cultureincorporated.com.au.
- 1.2. By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3. If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.4. Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy policy.

2. Credit

- 2.1. This document was created using a template from SEQ Legal (<http://www.seqlegal.com>).

3. Copyright notice

- 3.1. Copyright 2016 Changing Change International (CCI).
- 3.2. Subject to the express provisions of these terms and conditions:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
 - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

4. Licence to use website

- 4.1. You may:
 - (a) view pages from our website in a web browser;
 - (b) download pages from our website for caching in a web browser;
 - (c) print pages from our website;
 - (d) stream audio and video files from our website; and
 - (e) use our website services by means of a web browser,
 - (f) subject to the other provisions of these terms and conditions.
- 4.2. Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 4.3. You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes
- 4.4. Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website
- 4.5. Unless you own or control the relevant rights in the material, you must not:
 - (a) republish material from our website (including republication on another website);
 - (b) sell, rent or sub-license material from our website;
 - (c) show any material from our website in public;
 - (d) exploit material from our website for a commercial purpose; or
- 4.6. Notwithstanding Section 4.5, you may redistribute our newsletter in electronic form to any person
- 4.7. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

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5. Acceptable use

5.1. You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

5.2. You must not use data collected from our website to contact individuals, companies or other persons or entities.

5.3. You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

6. Registration and accounts

6.1. To be eligible for an individual account or group account on our website under this Section 6, you must be at least 18 years of age.

6.2. You may register for an account with our website by completing and submitting the account registration form on our website, and clicking on the verification link in any email that the website may send to you.

6.3. You must not allow any other person to use your account to access the website.

6.4. You must notify us in writing immediately if you become aware of any unauthorised use of your account.

6.5. You must not use any other person's account to access the website

7. User login details

7.1. If you register for an account with our website, you will be asked to choose a user ID (your email) and password.

7.2. Your user ID must not be liable to mislead and must comply with the content rules set out in Section 10; you must not use your account or user ID for or in connection with the impersonation of any person.

7.3. You must keep your password confidential.

7.4. You must notify us in writing immediately if you become aware of any disclosure of your password.

7.5. You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

8. Cancellation and suspension of account

8.1. We may:

- (a) suspend your account;
- (b) cancel your account; and

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- (c) edit your account details,
- (d) at any time in our sole discretion without notice or explanation.

8.2. You may cancel your account on our website.

9. Your content: licence

- 9.1. In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.
- 9.2. You grant to us royalty-free licence to reproduce, store and, with your specific consent, publish your content on and in relation to this website.
- 9.3. You grant to us the right to sub-license the rights licensed under Section 9.2.
- 9.4. You grant to us the right to bring an action for infringement of the rights licensed under Section 9.2.
- 9.5. You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.
- 9.6. You may edit your content to the extent permitted using the editing functionality made available on our website.
- 9.7. Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

10. Your content: rules

- 10.1. You warrant and represent that your content will comply with these terms and conditions.
- 10.2. Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 10.3. Your content, and the use of your content by us in accordance with these terms and conditions, must not:
 - (a) be libellous or maliciously false;
 - (b) be obscene or indecent;
 - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
 - (d) infringe any right of confidence, right of privacy or right under data protection legislation;
 - (e) constitute negligent advice or contain any negligent statement;
 - (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
 - (g) be in contempt of any court, or in breach of any court order;
 - (h) be in breach of racial or religious hatred or discrimination legislation;
 - (i) be blasphemous;
 - (j) be in breach of official secrets legislation;
 - (k) be in breach of any contractual obligation owed to any person;
 - (l) depict violence in an explicit, graphic or gratuitous manner;
 - (m) be pornographic, lewd, suggestive or sexually explicit;
 - (n) be untrue, false, inaccurate or misleading;
 - (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
 - (p) constitute spam;

- (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- (r) cause annoyance, inconvenience or needless anxiety to any person.

11. Limited warranties

11.1. We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

11.2. We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

11.3. To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

12. Limitations and exclusions of liability

12.1. Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

12.2. The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:

- (a) are subject to Section 12.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

12.3. To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

12.4. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

12.5. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

12.6. We will not be liable to you in respect of any loss or corruption of any data, database or software.

12.7. We will not be liable to you in respect of any special, indirect or consequential loss or damage.

12.8. You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

13. Breaches of these terms and conditions

- 13.1. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- (a) send you one or more formal warnings;
 - (b) temporarily suspend your access to our website;
 - (c) permanently prohibit you from accessing our website;
 - (d) block computers using your IP address from accessing our website;
 - (e) contact any or all of your internet service providers and request that they block your access to our website;
 - (f) commence legal action against you, whether for breach of contract or otherwise; and/or
 - (g) suspend or delete your account on our website.
- 13.2. Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

14. Variation

- 14.1. We may revise these terms and conditions from time to time.
- 14.2. The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.
- 14.3. If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

15. Assignment

- 15.1. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 15.2. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

16. Severability

- 16.1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 16.2. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

17. Third party rights

- 17.1. A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 17.2. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

18. Entire agreement

18.1. Subject to Section 12.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

19. Law and jurisdiction

19.1. These terms and conditions shall be governed by and construed in accordance with Australian law.

19.2. Any disputes relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of Australia.

20. Statutory and regulatory disclosures

20.1. We are registered in Australia. Our registration number is 164088648768 and we are registered for GST.

21. Our details

21.1. This website is owned and operated by Changing Change International (CCI).

21.2. We are registered in Australia under registration number 16408864768, and our registered office is at 151 Seaforth Crescent, Seaforth, NSW 2092.

21.3. Our principal place of business is at 151 Seaforth Crescent, Seaforth, NSW 2092.

21.4. You can contact us:

- (a) by post, using the postal address given above;
- (b) using our website contact form;
- (c) by telephone, on the contact number published on our website from time to time; or
- (d) by email, using the email address published on our website.



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