

POLICY NUMBER 13

MND AUSTRALIA WEBSITE TERMS AND CONDITIONS

In these terms and conditions, “we” “us” and “our” refers to Motor Neurone Disease Australia Incorporated (ARBN 609 051 792) and our websites are www.mndaust.asn.au or www.mndaustralia.org.au and www.mndcare.net.au . Your contribution, access to and use of all information (“Content”) posted to our social media web pages and on these websites is provided subject to these terms and conditions.

We reserve the right to amend this Notice at any time and your use of websites following any amendments will represent your agreement to be bound by these terms and conditions as amended. If you do not agree, you should not use these sites. We therefore recommend that each time you access our websites you read these terms and conditions.

You must not link to this site from a site or in a manner which disparages the reputation of the Motor Neurone Disease Australia Incorporated, its related bodies corporate, suppliers or advertisers.

For permission to use text information or photographs from this web site in a manner other than that stated above, please contact us.

If you have any questions about our social media webpages web sites, or if you find any errors, please notify us.

Shared Content

1. You are responsible for all and any Content you contribute to any of our social media web pages and our websites. When you provide Content you retain ownership of the intellectual property in that information however you grant us a worldwide, non-exclusive, royalty-free licence (with the right to sublicense) to use (including copy, reproduce, adapt, modify, publish, broadcast, transmit, display, delete, remove and distribute) or not to use the Content or any part of it in any and all media including forms not yet developed. This licence ends when you cease your membership except for Content which has already been released as part of the Service.
2. We reserve the right but will not have an obligation to remove or refuse to distribute any Content. We also reserve the right to adapt or modify your Content for any reason including for distribution purposes.
3. By posting Content on any of our social media webpages and on this website, you provide us with an undertaking that such Content does not infringe the rights of someone else and that it does not violate the law in any other way such as by being

defamatory, being of racist content or is threatening.

4. You agree to indemnify and hold us harmless from any liability, claim, action, demand, loss, costs including legal costs on a full indemnity basis and expenses arising out of or in connection with any Content you provide.
5. To the extent permitted by law, you release and discharge us from any liability or claim arising out of any loss or damage that may be suffered or incurred as a result of your use of our Service.
6. You agree not to post any Content that is intended or likely to harass, discriminate or insult other third parties.

Site Access

7. Access to any of our social media webpages or our websites does not include the right to use any data mining robots or other extraction tools. Access also does not permit you to metatag or mirror our website without our prior written permission. We reserve the right to serve you with notice if we become aware of your metatag or mirroring of our website.

Hyperlinks

8. These websites may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.
9. You may link our social media webpages or websites only with our consent. Any such linking will be entirely your responsibility and at your expense. By linking, you must not alter any of our website's contents including any intellectual property notices and you must not frame or reformat any of our pages, files, images, text or other materials.

Intellectual Property Rights

10. The copyright to all content on this website including applets, graphics, images, layouts and text belongs to us or we have a licence to use those materials.
11. All trade marks, brands and logos generally identified either with the symbols TM or ® which are used on this website are either owned by us or we have a licence to use them. Your access to our websites does not license you to use those marks in any commercial way without our prior written permission.
12. MND AUSTRALIA and MND LOGO are trade marks exclusively owned by us.
13. Any comment, feedback, idea or suggestion (called "Comments") which you provide to us through this website becomes our property. If in future we use your Comments in

promoting our website or in any other way, we will not be liable for any similarities which may appear from such use. Furthermore, you agree that we are entitled to use your Comments for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted your Comments.

14. If you provide us with Comments, you acknowledge that you are responsible for the content of such material including its legality, originality and copyright.

Disclaimers

15. The materials in these sites could include technical inaccuracies or typographical errors. We may make changes or improvements at any time.
16. Information on our social media webpages or websites is provided with the understanding that we are not rendering professional advice or recommendations. You should not rely on any information on these pages to replace consultations with qualified professionals to meet your individual needs.
17. Whilst we take all due care in providing our services, we do not provide any warranty either express or implied including without limitation warranties of merchantability or fitness for a particular purpose.
18. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.
19. We also take all due care in ensuring that our website is free of any virus, worm, Trojan horse and/or malware, however we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website.
20. From time to time we may host third party content on our websites such as advertisements and endorsements belonging to other traders. Responsibility for the content of such material rests with the owners of that material and we are not responsible for any errors or omissions in such material.
21. We do not warrant the accuracy, adequacy, reliability or completeness of the information and materials in this website and expressly disclaim liability for errors or omissions in such information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.
22. We do not make any representation, warranty or endorsement of any of the products, services or information provided in these websites. This disclaimer shall take effect to the fullest extent permitted by law.

23. We do not accept liability for any loss whatsoever including consequential loss suffered by you arising from any information we have supplied.

Donation

24. MND Australia is incorporated in Victoria and MNDRIA in NSW and each organisation has fundraising authority in a number of states as follows:

- MND Australia
 - a. NSW Fundraising Authority Number CFN/21255
 - b. Consumer Affairs Victoria –Registration No 11759.14.
 - c. SA Office of Liquor & Gambling – License number: CCP1672 Expiry
 - d. TAS Department of Justice –F1A-493
- MNDRIA
 - a. NSW Fundraising authority number CFN/12652
 - b. Consumer Affairs Victoria –Registration No 12882
 - c. Queensland Office of Fair Trading - Registration number CH 2380

25. Donations to us of \$2 and over may be tax deductible. This will be identified in the relevant appeal details online or by calling 02 8287 4980, and will also appear on your tax receipt. Ongoing monthly donations are tax deductible and will be receipted at the end of the financial year.

Disputes and Refunds

26. All complaints, grievances and disputes will be treated seriously, quickly and in a timely manner, having due regard to procedural fairness and confidentiality. All parties are required to participate in the dispute resolution process in good faith. If you believe that there has been an error with your donation, you should notify us directly on (02) 8287 4980 and confirm that notice in writing or by email at info@mndaust.asn.au as soon as possible so that we can resolve your query quickly. Any issues should be directed to Motor Neurone Disease Australia Incorporated in the first instance so that we can attempt to resolve the matter. If you are not satisfied with the outcome you can still refer it to your financial institution which will obtain details of the disputed transaction and may lodge a claim on your behalf.

Monthly Donations

27. It is your responsibility to ensure that there are sufficient clear funds available in your account. You should check your account statement to verify that the amounts debited from your account are correct.

28. We may vary details of your agreement or a direct debit request at any time by giving you at least 14 days written notice.
29. If you wish to cancel, defer or alter a debit payment you must notify us by calling (02) 8287 4980 at least 14 days before the next donation day.
30. Please provide details of your donation agreement, such as name, address, etc. for ease of processing.

Indemnity

31. By accessing our websites, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our websites.
32. No content on our websites should be regarded as medical advice and we strongly advise people affected by medical conditions to seek medical advice from suitably qualified professionals.

Jurisdiction

33. These terms and conditions are to be governed by and construed in accordance with the laws of New South Wales and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in New South Wales and you agree to submit to the jurisdiction of those Courts.
34. If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

Privacy

35. We undertake to take all due care with any information which you may provide to us when accessing our websites. However we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.
36. The security of any information (including personal information) downloaded and stored on employees', and volunteers' PC\Servers etc is the responsibility of the individual. The individual is also responsible for the correct configuration of the hardware and software he/she uses to access our social media webpages or websites, along with the physical security and maintenance of that equipment. We impose strict rules on its employees who have access either to the databases that store user information and personnel files and while we cannot guarantee that any unauthorised

access, disclosure, loss, misuse, or alteration to your data will not occur, we will take all reasonable steps to prevent such unfortunate occurrences.

37. Our compliance with privacy legislation is set out in our separate Privacy Policy which may be accessed from our home page.

Last Updated 5 October 2016

Approved by MND Australia

Date20 October 2016

Signed

(President)

Review date