

## THE GOLDEN GURUS PROGRAM

### Definitions

The following definitions apply in the Terms of Service:

**“Community Organisation”** means any organisation that carries out or organises community work and which may employ volunteers.

**“Community Work”** means work that is not for private financial gain and that is done for a charitable, benevolent, philanthropic, sporting, recreational, educational or cultural purpose.

**“Content”** includes all text, software (including source and object codes), visual, oral or other digital material, photographs, information, data, graphics and all other content of any description included in the Services.

**“Intellectual Property”** includes all copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how, database rights and all other rights in or relating to the Services.

**“Organised”** includes directed or supervised.

**“Personal Use”** means use by Users for non-profit or educational purposes.

**“Registration”** means an expression of interest or application by a prospective Specialist Volunteer to become a Golden Guru, or a request by a Community Organisation or Small Business for assistance from a Specialist Volunteer.

**“Services”** means the services offered by Volunteering Wingecarribee, including those on the Web Site, to facilitate the recruitment, initial training and placement of Specialist Volunteers with Community Organisations or Small Businesses that have expressed their interest in utilising volunteers with identified specialist skills.

**“Small Business”** means a business with fewer than 20 employees.

**“Specialist Volunteer”** means an older volunteer, aged 50 or more who has knowledge, skills and experience in a range of management, business, training and other relevant disciplines.

**“Users”** includes prospective Specialist Volunteers, Community Organisations and Small Businesses who register to use the Services, Content and Web Site.

**“Users’ Information”** includes anything provided by a User to Volunteering Wingecarribee to enable use of the Services.

**“Volunteer”** means a person who does community work on a voluntary basis.

**“Web Site”** means the web site operated by Volunteering Wingecarribee

**“Work”** includes any activity, which includes any normal, organised activity.

## TERMS APPLICABLE TO SERVICES OFFERED BY VOLUNTEERING WINGECARRIBEE INC TO ALL POTENTIAL USERS OF THE SERVICES, REFERRED TO AS “YOU” IN THIS AGREEMENT

Please read these Terms of Service before you register to use the Services. You indicate your acceptance of the Terms of Service by registering your interest with Volunteering Wingecarribee.

### Registration

Once you register to use the Services, Volunteering Wingecarribee will assess your eligibility to use the Services. Please provide accurate information at the time of registration and inform Volunteering Wingecarribee of any change when it occurs.

### Security

You agree to comply with any rules of operation and security procedures for the Services established by Volunteering Wingecarribee from time to time. You agree that you will not attempt to gain or allow access to any data, files or programs to which you are not entitled under the Terms of Services and that if such access is obtained you will immediately return such materials to Volunteering Wingecarribee.

### Intellectual Property Rights

The Content, excluding your Users' Information and the Intellectual Property, are owned by Volunteering Wingecarribee or by our Licensors. No Content or Intellectual Property may be copied, modified, published, broadcast or otherwise distributed without Volunteering Wingecarribee's prior written permission.

### Grant of Licence

You irrevocably grant Volunteering Wingecarribee a non-exclusive, royalty-free, world-wide and perpetual right and licence to:

- (a) Use (in the broadest sense of the word) your Users' Information as Volunteering Wingecarribee may determine in its sole discretion is necessary for the purpose of matching Specialist Volunteers with Community Organisations or Small Businesses; and
- (b) Combine your Users' Information with other material.

As a User, you are granted a personal, non-exclusive, non-transferable, non-assignable, revocable, limited licence to access and use the Web Site, Services and Content for your Personal Use only and not for commercial purposes.

### Conduct

You are solely responsible for your Users' Information and warrant that you have all legal rights and licences necessary for you to grant Volunteering Wingecarribee a licence to such information. In addition, by posting your User's Information to the Web Site, you represent that you have all necessary rights in and to such information, and that it will not infringe on any personal or proprietary rights of any third parties.

## Disclaimers

The Services and the Content are provided on an “AS IS” basis. Volunteering Wingecarribee expressly disclaims all warranties of any kind, express or implied, including, but not limited to, the warranties of title, non-infringement, and merchantability, fitness for a particular purpose, performance, accuracy or integration.

Volunteering Wingecarribee does not make any representation, warranty or guarantee regarding the reliability, usefulness, adequacy, suitability, completeness, timeliness or validity of the Services or Content.

Volunteering Wingecarribee provides the Services on the Web Site as a convenience to Users. The Services are solely for the purpose of allowing Specialist Volunteers and Community Organisations or Small Businesses to communicate about opportunities under the Golden Guru Program. The inclusion of any User in the Services or the Content does not constitute a representation, warranty or endorsement with respect to the competence, suitability or reliability of such User by Volunteering Wingecarribee. Your contact with any such User is at your own risk and Volunteering Wingecarribee is not liable for any damage, loss or injury from your contact with such User.

## Indemnity

You agree that you will indemnify, defend and hold Volunteering Wingecarribee harmless from any and all claims or suits (including, without limitation, reasonable legal fees and expenses) that arise out of your breach of these Terms of Services.

## Limitation of Liability

Volunteering Wingecarribee shall not be liable, under any circumstances, for any loss, injury, claim, liability or damage of any kind resulting from your use of the Services or Content. Volunteering Wingecarribee disclaims all responsibility for any loss, injury, claim, liability or damage of any kind, including indirect, incidental, special, consequential or punitive damages of any kind (including, without limitation, legal fees and expenses), resulting from, arising out of or in any way related to the Services or Content, including, without limitation, any actions taken or omissions made by any User, including, without limitation:

- (a) Any third-party web sites, services or content directly or indirectly accessed through the Services, including, but not limited to any errors or omissions in the Services;
- (b) The termination of your access to the Services;
- (c) Any errors in, or omissions from, the Content including, but not limited to, technical inaccuracies and typographical errors;
- (d) The complete or partial unavailability of the Services or Content; or
- (e) Your use of, or inability to use, the Services.
- (f) Your use of any equipment or software in connection with the Services;

(g) Any computer viruses or any type of destructive or malicious computer code (by whatever name it is called), or any unauthorised computer code which is attached to, or made a part of, the Services or the Content of any person, group or organisation; or

The parties agree that the foregoing will not be read so as to limit any liability to an extent that would not be permitted under applicable law and specifically will not limit any liability for gross negligence, intentional tortuous or unlawful conduct.

### **Authorised Third Parties**

Volunteering Wingecarribee reserves the right to allow third parties to provide any necessary services to Volunteering Wingecarribee and/or to Users to enable Volunteering Wingecarribee to provide the Services.

### **Links**

Links to all third-party web sites are provided solely as a convenience to you. Volunteering Wingecarribee does not monitor or assume any responsibility for the content of linked third-party web sites or make any representation regarding the accuracy of materials on such third-party web sites. If you choose to access a linked third-party web site, you do so at your own risk.

### **Relationship Management**

The relationship between the parties is that of independent contractors. These Terms of Service shall not be construed as creating an employer/employee, partnership, agency or joint venture relationship between the parties. Any disputes will be settled in accordance with the Grievance Handling Procedure document available from Volunteering Wingecarribee.

### **Governing Law and Jurisdiction**

This agreement will be governed by and construed in accordance with the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

### **General**

These Terms of Service constitute the entire agreement with respect to your access to, and use of, the Services. If any provision of these Terms of Service is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

Volunteering Wingecarribee reserves the right to change these Terms of Service at any time. Any changes to these Terms of Service are effective immediately. You are responsible for regularly reviewing these Terms of Service. Continued use of the Services after any such changes constitutes your consent to such changes.

The section headings in these Terms of Service are used solely for convenience and have no legal or contractual significance.

Notwithstanding any other provisions of these Terms of Service or any general legal principles to the contrary, any provision of these Terms of Service that imposes or contemplates continuing obligations on a party will survive the expiration or termination of these Terms of Service.