

TERMS AND CONDITIONS OF USE OF THE NFP HOUSE WEBSITE AND VOLUNTEER PORTAL AND SERVICES

SECTION ONE: The terms & conditions of use for volunteers of this website (system)

1. Please read these terms and conditions carefully as they apply to your use of this website and the Volunteer Portal (commonly referred to as a Site). By using this Site you agree to be bound by these terms and conditions.
2. We may revise these terms and conditions from time to time by updating this posting. The revised terms will take effect when they are posted.
3. Please also visit the NFP House Website's **privacy policy** to understand how we use and protect your personal information.

• **Operation of Site**

- a. The Site enables volunteers to access volunteer opportunities. These volunteer opportunities will be posted electronically on the Site by volunteer-involving community organisations. Where you provide us with information in relation to a particular volunteer opportunity, we will endeavour to provide that information to the relevant volunteer-involving organisation. The Site may also include other information of a general nature. The information provided by NFP House is limited to that provided to it by the registered volunteer-involving organisation without being checked or tested.
- b. By using the Site you consent to allow NFP House to forward the personal details provided by you to a registered volunteer-involving organisation for the sole purpose of obtaining a volunteer position with the registered organisation. You permit NFP House to use such data for subsequent follow-up for research and statistical analysis.
- c. While we technically operate the Site we exercise no editorial control over much of the Content on the Site, and in most cases the Content on the Site is provided by other persons, such as volunteer-involving organisations from our community.
- d. The Site only seeks to match your interests in pursuing volunteering with similar opportunities to participate in volunteering activities offered by volunteer-involving organisations. Where such similarities exist we will provide the information you Post on the Site to one or more volunteer-involving organisations. Those organisations will then contact you directly and it is the responsibility of you and the volunteer-involving organisation to determine whether you both wish to pursue the volunteering opportunity.
- e. Your correspondence or dealings with any volunteer-involving organisation or any other third parties are solely between you and those volunteer-involving organisations or third parties. We are making no recommendation in relation to the appropriateness of any volunteering opportunity. We do not contract with you and are not responsible in any way for any legal or other requirements relating to any volunteering opportunity. You agree that we will not be liable or responsible for any loss or damage of any sort incurred as the result of your dealings with a volunteer-involving organisation. NFP House is not responsible for the operations or conduct of registered volunteer-involving organisations and/or volunteers referred to those organisations.
- f. You accept responsibility to check the currency and scope of cover of the organisation's insurance policies before starting volunteer work. You are aware that if you are applying for a position at an organisation with part or no insurance, NFP House shall not be held responsible in the case of an insurance claim.
- g. We do not monitor or exercise editorial control over Third Party Content, however we reserve the right at our discretion to:
 - i. Access or examine any Third Party Content;
 - ii. Refuse to provide any Content provided by you to volunteer-involving organisations (regardless of whether you were responding to a particular volunteer opportunity); and
 - iii. Move, remove or disable access to Third Party Content which we consider, in our sole opinion, to breach any Applicable Law or to be otherwise unacceptable.

TERMS AND CONDITIONS OF USE OF THE NFP HOUSE WEBSITE AND VOLUNTEER PORTAL AND SERVICES

- **Your use of the Site**

- a. You must not Post any Content that:
 - i. You do not have the right to Post;
 - ii. Is defamatory or in contempt of any legal or other proceedings;
 - iii. Is misleading or deceptive;
 - iv. Incites hatred or discrimination against any group of persons being a group defined by reference to colour, race, sex, origin, nationality or ethnic or national origins;
 - v. Denounces religious or political beliefs;
 - vi. Includes religious or political material which is or is likely to be offensive;
 - vii. Is indecent, obscene, vulgar, pornographic, offensive or of doubtful propriety or of a menacing character or is likely to annoy or concern;
 - viii. Infringes any copyright, trade mark, patent or other intellectual property right of another person;
 - ix. Contains any unsolicited or unauthorised advertising or promotional material;
 - x. Contains viruses or similar software or data which is designed to interrupt, destroy or limit the functionality of any computer software or hardware; or
 - xi. Impersonates any person or misrepresents your relationship with any person.
- b. You must not:
 - i. Disrupt or interfere with the Site or servers or other software, hardware or equipment connected to or via the Site;
 - ii. Violate any Applicable Law relating to your use of the Site; or
 - iii. Collect or store personal data about other users of the Site.

- **Intellectual property rights**

- a. You acknowledge that Content on the Site is subject to copyright and possibly other Intellectual Property Rights.
- b. Unless you are expressly authorised by law you must not yourself, or participate in or permit any other person, to:
 - i. Sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any of the Content in any way for any public or commercial purpose without our prior written consent;
 - ii. Use any Content on any other web site or in a networked computer environment for any purpose; or
 - iii. Otherwise infringe the Intellectual Property Rights of any person in using the Site or any Content.
- c. You acknowledge that Content on the Site is subject to copyright and possibly other Intellectual Property Rights.
- d. Unless you are expressly authorised by law you must not yourself, or participate in or permit any other person, to:

- **Links**

- a. We have not reviewed all of the sites linked to this Site and are not responsible for the content or accuracy of any off-site pages or any other sites linked to this Site (including without limitation sites linked through advertisements). The inclusion of any link does not imply that we endorse the linked site, and you use the links at your own risk.

TERMS AND CONDITIONS OF USE OF THE NFP HOUSE WEBSITE AND VOLUNTEER PORTAL AND SERVICES

- **Privacy**

- a. In using the Site you may give us personal information. Our **privacy policy** is available and can be viewed on this site.

- **Use of the site is at your risk**

- a. You use the Site at your risk. You must evaluate, and bear all risks associated with, the use of any Content, including reliance on the accuracy, completeness or usefulness of any Content. You should seek your own independent advice with respect to any Content.
- b. We endeavour to provide a convenient and functional Site, but we do not guarantee that the Content will be error free or that the Site or the server that operates it are free of viruses or other harmful components.
- c. If your use of the Site results in the need for servicing or replacing property, material, equipment or data, we will not be responsible for such costs.
- d. Without limiting the above provisions, you use the Site at your risk and everything on the Site is provided to you “as is” and “as available” without warranty or condition of any kind, either expressed or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. To the extent permitted by law, we expressly disclaim and exclude any representation or warranty whether express or implied under or in relation to your use of the Site. Where such a condition cannot be excluded then, to the extent permitted by law, our liability is limited, at our option, to re-supply of the good or service to which the condition relates or the payment of the cost of such a re-supply.

- **Limitation of liability**

- a. To the extent permitted by law we have no liability to you, whether for breach of these terms or in negligence or in any other tort or for any other common law or statutory cause of action arising in relation to these terms, the Site or the Content.
- b. To the extent permitted by law no party involved in creating, producing, or delivering the Site or any Content will be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting from your access to, or use of, or inability to use the Site and the Content, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not we know of the possibility of such damage.

- **General provisions**

- a. Necessary Volunteer linking notices will be communicated to you on the Site. You agree:
 - i. To check the Site for notices; and
 - ii. That you will be considered to have received a notice when it is made available to you by posting on the Site
- b. You acknowledge that we may, in our sole discretion and with or without notice,
 - i. Vary the Site or any part of the Site; and
 - ii. Modify or discontinue this Site, any part of the Site and the services available on it without notice.
- c. The provisions of these terms and conditions entitled “Use of the Site is at your risk”, “Limitation of liability,” and “General provisions” will survive cancellation of your registration or termination of this agreement.
- d. If any part of this agreement is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect.
- e. This agreement will be governed by the laws of Queensland, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of Queensland, Australia.

TERMS AND CONDITIONS OF USE OF THE NFP HOUSE WEBSITE AND VOLUNTEER PORTAL AND SERVICES

- f. You agree to defend, indemnify, and hold harmless us, our officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Site or the Content or your breach of this agreement.

Definitions

- a. Applicable Law in relation to any person, action or thing means the following in relation to that person, action or thing:
 - i. Any law, rule or regulation of any country (or political sub-division of a country);
 - ii. Any obligation under any licence in any country (or political sub-division of a country); and
 - iii. Any lawful and binding determination, decision or direction of a regulator in any country (or political sub-division of a country).
- b. Content includes things that you may see, read, hear, download or access on or via the Site (including but not limited to messages, files, data, software, images, photographs, illustrations, text and other materials).
- c. Posted includes uploaded, posted, emailed or otherwise electronically transmitted.
- d. We or us means NFP House.
- e. Service means our online volunteer linking service.

SECTION TWO: The terms & conditions of use for volunteer involving community organisations of this website (system)

1. These terms & conditions

- a. Please read these terms and conditions carefully as they apply to your use of this website and the Volunteer Portal (commonly referred to as a Site). By using this Site you agree to be bound by these terms and conditions.
- b. We may revise these terms and conditions from time to time by updating this posting. The revised terms will take effect when they are posted.

2. Operation of Site

- a. Where a potential volunteer provides us with information in relation to a volunteer opportunity Posted by you, we will endeavour to provide that information to you.
- b. The Site may include information posted by volunteer-involving community organisations (including information posted by you), potential volunteers and other users of the Site. The Site may also include other information of a general nature, links to other websites and information.
- c. While we technically operate the Site we exercise no editorial control over much of the Content on the Site, and in most cases the Content on the Site is provided by other persons, such as potential volunteers and other users of the Site, volunteer-involving organisations (including yourself) and other third parties (Third Party Content).
- d. Your correspondence or dealings with any potential volunteers or any other third parties are solely between you and those potential volunteers or third parties. You are responsible for selecting volunteers that are suitable for your organisation and for meeting all legal and other requirements in relation to those volunteers. We make no recommendation regarding the suitability of any volunteer. You are responsible for deciding if a prospective volunteer has the appropriate attributes and skills or is a fit and proper person to be engaged in work by your organisation. You are responsible for supervising the work, monitoring the conduct, and ensuring the health, safety, and welfare of a volunteer working at your organisation. You are responsible for entering into a proper agreement with a prospective volunteer before the volunteer starts work at your organisation. You agree that NFP House will not be liable or responsible for any loss or damage of any sort incurred as the result of your dealings with volunteers.

TERMS AND CONDITIONS OF USE OF THE NFP HOUSE WEBSITE AND VOLUNTEER PORTAL AND SERVICES

- e. Your organisation agrees to comply with the Code of Practice for organisations involving volunteers as per the Volunteering Queensland link:
volunteeringqld.org.au/privacy-policy/
- f. Your organisation agrees that NFP House may list contact details of the organisation and available volunteer opportunities on the Site and promote through social media channels, NFP House Newsletters and other such promotional advertising mediums; including potential media opportunities.
- g. We do not monitor or exercise editorial control over Third Party Content, however we reserve the right at our discretion to:
 - i. Access or examine any Third Party Content;
 - ii. Refuse to provide any Content Posted by a potential volunteer to you (regardless of whether that potential volunteer was responding to a volunteer opportunity Posted by you); and
 - iii. Move, remove or disable access to Third Party Content which we consider, in our sole opinion, to breach any Applicable Law or to be otherwise unacceptable.

3. Registration

- a. A volunteer-involving community organisation registering to use our service agrees that it is a community organisation, and if requested it will give to NFP House reasonable proof that it is a not for profit community organisation.
- b. The Site enables volunteer-involving organisations to Post volunteer opportunities to the Site for access by potential volunteers. You will be required to register on the Site and create an Account for organisation in order to Post volunteer opportunities to the Site. When you register to create an Account:
 - i. You must provide accurate, complete and updated registration information;
 - ii. You must safeguard any user name and password which is provided to you;
 - iii. You authorise us to assume that any person using the Site with your user name and password is either you or is authorised to act for you; and
 - iv. You may cancel such registration at any time by notifying us.
- c. You acknowledge and agree that we are under no obligation to accept any application for registration by you or any other person, including without limitation if you fail to meet our registration criteria or for any other reason.
- d. We may cancel your registration if you do not visit the Site or update any of your Postings on the site for an extended period of time, if you fail to meet our registration criteria as amended from time to time, or if we reasonably believe that you have violated any Applicable Laws, acted inconsistently with the letter or spirit of this agreement, or have violated our rights or those of another party.

4. Insurance

- a. An organisation listing volunteering opportunities on the Site agrees that it is an independent organisation responsible for its own actions, including maintenance of both Public Liability and Volunteer Personal Accident Insurances.
- b. If insured, the organisation will effect and keep current Public Liability Insurance and Personal Accident Insurance for volunteer workers. If uninsured, the organisation agrees that all volunteers accessing information on the NFP House Site will be advised that this organisation does not maintain Public Liability and/or Personal Accident Insurance for volunteer workers and that the volunteer would be engaging with this organisation at their own risk.

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- c. NFP House reserves the right to request registered organisations produce evidence of required insurances at any time. In addition, organisations agree to immediately inform NFP House of any changes in the status of required insurance coverage by updating your organisation's Account information with a record of the current insurance policy information on the NFP House Site in a timely manner. It is important to maintain a current record of the Certificate of Currency in your Site Account.
- d. Any organisation listing volunteering opportunities acknowledges that it is not an agent of NFP House and will not hold itself out as such. The organisation further acknowledges and agrees that it is solely responsible for the operations or conduct of its volunteers or of any affiliate organisation(s) using this listing service and that it will indemnify and hold harmless NFP house in the event of any breach of this declaration.

5. Your use of the Site

- a. You must not Post any Content that
 - i. You do not have the right to post;
 - ii. Is defamatory or in contempt of any legal or other proceedings;
 - iii. Is misleading or deceptive;
 - iv. Incites hatred or discrimination against any group of persons being a group defined by reference to colour, race, sex, origin, nationality or ethnic or national origins;
 - v. Denounces religious or political beliefs;
 - vi. Includes religious or political material which is or is likely to be offensive;
 - vii. Is indecent, obscene, vulgar, pornographic, offensive or of doubtful propriety or of a menacing character or is likely to annoy or concern any person;
 - viii. Infringes any copyright, trade mark, patent or other intellectual property right of another person;
 - ix. Contains any unsolicited or unauthorised advertising or promotional material;
 - x. Contains viruses or similar software or data which is designed to interrupt, destroy or limit the functionality of any computer software or hardware; or
 - xi. Impersonates any person or misrepresents your relationship with any person.
- b. You must not Post any Content that
 - i. Disrupt or interfere with the Site or servers or other software, hardware or equipment connected to or via the Site;
 - ii. Violate any Applicable Law relating to your use of the Site; or
 - iii. Collect or store personal data about other users of the Site.
- c. You must not:
 - i. Include links to external websites in the opportunities you post and/or ask volunteers to apply or express interest via a different website;
 - ii. Include other means of application (eg phone, email, etc) in your opportunity listing. All applications must go via the 'express interest' button.

6. Intellectual property rights

- a. You acknowledge that Content on the Site is subject to copyright and possibly other Intellectual Property Rights.
- b. Unless you are expressly authorised by law you must not yourself, or participate in or permit any other person, to:

TERMS AND CONDITIONS OF USE OF THE NFP HOUSE WEBSITE AND VOLUNTEER PORTAL AND SERVICES

- i. Sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any of the Content in any way for any public or commercial purpose without our prior written consent;
 - ii. Use any Content on any other web site or in a networked computer environment for any purpose; or
 - iii. Otherwise infringe the Intellectual Property Rights of any person in using the Site or any Content.
- c. Nothing you do on or in relation to the Site will transfer any Intellectual Property Rights to you or licence you to exercise any Intellectual Property Rights unless this is expressly stated.
 - d. In relation to any Content Posted by you, you grant NFP House a perpetual, irrevocable, royalty-free licence throughout the world to use, reproduce, modify, adapt, publish, translate, sublicense, create derivate works from, incorporate in other works (whether electronic or not), distribute, perform and display such Content, whether in whole or in part.
- 7. Links**
- a. We have not reviewed all of the sites linked to this Site and are not responsible for the content or accuracy of any off-site pages or any other sites linked to this Site (including without limitation sites linked through advertisements). The inclusion of any link does not imply that we endorse the linked site, and you use the links at your own risk.
- 8. Privacy**
- a. In using the Site you may give us personal information. Our **privacy policy** is available and can be viewed on this site.
- 9. Use of the Site is at your risk**
- a. You use the Site at your risk. You must evaluate, and bear all risks associated with, the use of any Content, including reliance on the accuracy, completeness or usefulness of any Content. You should seek your own independent advice with respect to any Content.
 - b. We endeavour to provide a convenient and functional Site, but we do not guarantee that the Content will be error free or that the Site or the server that operates it are free of viruses or other harmful components.
 - c. If your use of the Site results in the need for servicing or replacing property, material, equipment or data, we will not be responsible for such costs.
 - d. Without limiting the above provisions, you use the Site at your risk and everything on the Site is provided to you “as is” and “as available” without warranty or condition of any kind, either expressed or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. To the extent permitted by law, we expressly disclaim and exclude any representation or warranty whether express or implied under or in relation to your use of the Site. Where such a condition cannot be excluded then, to the extent permitted by law, our liability is limited, at our option, to re-supply of the good or service to which the condition relates or the payment of the cost of such a re-supply.
- 10. Limitation of liability**
- a. To the extent permitted by law we have no liability to you, whether for breach of these terms or in negligence or in any other tort or for any other common law or statutory cause of action arising in relation to these terms, the Site or the Content.

TERMS AND CONDITIONS OF USE OF THE NFP HOUSE WEBSITE AND VOLUNTEER PORTAL AND SERVICES

- b. To the extent permitted by law no party involved in creating, producing, or delivering the Site or any Content will be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting from your access to, or use of, or inability to use the Site and the Content, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not we know of the possibility of such damage.

11. General provisions

- a. We will give you any necessary notices by posting them on the Site. You agree:
 - i. To check the Site for notices; and
 - ii. That you will be considered to have received a notice when it is made available to you by posting on the Site.
- b. You acknowledge that we may, in our sole discretion and with or without notice,
 - i. Vary the Site or any part of the Site; and
 - ii. Modify or discontinue this Site, any part of the Site and the services available on it without notice.
- c. The provisions of these terms and conditions entitled “Use of the Site is at your risk”, “Limitation of liability,” and “General provisions” will survive cancellation of your registration or termination of this agreement.
- d. If any part of this agreement is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect.
- e. This agreement will be governed by the laws of Queensland, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of Queensland, Australia.
- f. You agree to defend, indemnify, and hold harmless us, our officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Site or the Content or your breach of this agreement.

12. Definitions

- a. Applicable Law in relation to any person, action or thing means the following in relation to that person, action or thing: any law, rule or regulation of any country (or political sub-division of a country);
 - i. Any obligation under any licence in any country (or political sub-division of a country); and
 - ii. Any lawful and binding determination, decision or direction of a regulator in any country (or political sub-division of a country).
- b. Content includes things that you may see, read, hear, download or access on or via the Site (including but not limited to messages, files, data, software, images, photographs, illustrations, text and other materials).
- c. Posted includes uploaded, posted, emailed or otherwise electronically transmitted.
- d. Community organisation means any of the following that organises the doing of community work by volunteers:
 - i. A corporation;
 - ii. A trustee acting in the capacity of trustee;
 - iii. A church or other religious group;
 - iv. A registered political party as defined under the Electoral Act 1992 or the Commonwealth Electoral Act 1918 (Commonwealth);



**TERMS AND CONDITIONS OF USE OF THE NFP HOUSE
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- i. The Crown (within the meaning of the Crown Proceedings Act 1980);
- ii. A local government; or
- iii. Any public authority constituted under an Act.





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