1 Acceptance and account creation

(a) This website (**Site**) available at https://meaningfulageing.org.au/ is operated by Meaningful Ageing Australia Ltd ABN 78 124 451 540 (**we**, **our** or **us**). Our Site describes the materials, eLearning courses, guides, handbooks, training kits, content and resources we provide to our Members (**Materials**).

(b) You accept these terms and conditions (**Terms**) by indicating your acceptance online or by paying the Fees. If you are accepting the Terms on behalf of your employer or organisation, you warrant to us that you are authorised to bind your employer or the organisation and the organisation's personnel to these Terms.

(c) By accepting these Terms, you agree that Meaningful Ageing Australia can collect, use and disclose your personal information in accordance with its privacy policy, which can be viewed at https://meaningfulageing.org.au/privacy-policy/.

(d) You must apply to become a Member, and if your application is approved by us, we will issue you an invoice for the Fees. We may request additional documentation to verify that you have selected the appropriate account category.

(e) After you pay the Fees in the invoice, we will set up an account for you which allows you to access the materials on the Site in accordance with these Terms.

(f) You agree to provide accurate, current and complete information during the application process. You can choose a password, and it is your responsibility to keep your account details confidential. You are liable for all activity on your account.

2 Fees

(a) Our Members join for the current financial year, from 1 July to 30 June. An invoice for your assessed membership fee, pro-rated to commence from the current quarter, will be forwarded to you together with confirmation of acceptance of your application for membership.

(b) We will send you an invoice annually for membership fees (**Fees**) which will set out the payment intervals we have agreed with you.

(c) You agree to pay the Fees in the amounts, by the payment dates and using the payment method in our invoice.

(d) Your Member status and your access to the Member benefits starts from the date of payment of Fees and lasts for the rest of the twelve-month period (subject to suspension or termination in accordance with clause 6). Your Member status automatically renews at the completion of the twelve months unless you provide us with written notice of termination at least 30 days before the end of the membership year.

(e) To the maximum extent permitted by law, we do not refund Fees for change of mind. In exceptional circumstances, at our discretion, we may allow you to cancel your Member association and we may refund a portion of the Fees paid. Please contact us on the details below to discuss your options.

(f) We may change the Fees upon notice to you 30 days before the end of the membership period. The updated Fees will apply for the next membership year. If you do not agree to the change, you may cancel your Member association in accordance with clause (d).

(g) If any payment has not been made within 30 days of the payment date in our invoice, we may, in our sole discretion, suspend or terminate your access to your account and your licence to use the Materials and the Badge.

3 Badges and representing our brand

(a) Each membership period we have a new digital badge which Members may download and display (**Badge**) in accordance with these Terms. During the period you have Member status, we grant you a non-exclusive, revocable, non-sublicensable and non-transferable right and licence to use a Badge, for the purposes of indicating your association with our brand, on: your business cards, email signature, letterhead and stationery, exhibition stands, publications, cards, brochures, posters, promotional materials, websites, social channels and digital channels.

(b) Being a Member, and being part of our network, means that you are part of a group of highly professional and skilled individuals who are passionate about spiritual care and ageing. Where you have been invited to member-only events, and whenever you are associating yourself with our brand, including by displaying a Badge, you must maintain your professionalism, act courteously at all times and must not in any way, whether directly or indirectly, damage or tarnish our reputation.

4 Materials and Acceptable Use

(a) We own or license all Intellectual Property Rights in the Materials and nothing in these Terms constitutes a transfer or assignment of any Intellectual Property Rights in the Materials.

(b) During your time as a Member, we grant you and your employees a non-exclusive, revocable, non-sublicensable and non-transferable right and licence to use the Materials for the following purposes within your organisation or business:

(1) reading and education;

(2) participating in eLearning courses;

(3) professional development and staying up to date with the latest insights in the spiritual care and ageing realm;

(4) participating in training and activities; and

(5) implementing programs, activities and/or professional development for the benefit of the older people you are supporting.

(c) Unless expressly set out in these Terms, you must not, without our prior written consent:

(1) provide or disclose our Intellectual Property to, or allow our Intellectual Property to be used by, any third party;

(2) assign or transfer any of our Intellectual Property Rights or grant sublicences of any of our Intellectual Property Rights;

(3) use any of our Intellectual Property to make money, including by selling, distributing, publishing or broadcasting any of our Intellectual Property; or

(4) breach any Intellectual Property Rights connected with the Site or the Materials, including (without limitation) altering or modifying any of our Intellectual Property or causing any of our Intellectual Property to be framed or embedded in another website.

(d) **Intellectual Property** means any publications, programs, domain names, know-how, inventions, processes, trade secrets or confidential information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

(e) **Intellectual Property Rights** means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, service marks, designs, patents, circuit layouts, plant varieties, business and domain names, database rights, the Confidential Information, know-how, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields existing anywhere in the world, whether or not registered or capable of registration, any goodwill associated with such activity and any applications, renewals and extensions of such rights.

5 Limitations

(a) You may be conferred certain rights, warranties, guarantees and remedies under certain legislation, including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth), and similar consumer protection laws and regulations relating to our provision of goods or services which cannot be excluded, restricted or modified (**Consumer Guarantees**). Nothing in these Terms excludes or limits your rights under the Consumer Guarantees..

(b) In this clause, "goods" refers to the Materials which Meaningful Ageing Australia provides to you. If you are a "consumer" for the purposes of the ACL, Meaningful Ageing Australia's goods come with guarantees that cannot be excluded under the ACL. You are entitled to a replacement or refund for a major failure. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

(c) Despite anything to the contrary, to the maximum extent permitted by law and whether under statute, contract, equity, tort (including negligence), indemnity or otherwise: (1) our maximum aggregate liability arising from or in connection with the Terms (including your Member association, the Materials and/or the subject matter of the Terms) will be limited to, and must not exceed the Fees; and (2) we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data.

(d) Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any liability caused or contributed to by, arising from or connected with (1) your or your personnel's acts or omissions; (2) any use or application of the Site or the Materials by a person other than you, or other than as reasonably contemplated by these Terms; (3) any works, services, goods, materials or items which do not form part of the Site or the Materials, or which have not been provided by us; (4) the Site being unavailable, or any extended delay in us providing our services to you (14 calendar days or more), for whatever reason; and/or (5) any event outside of our reasonable control, including any Force Majeure Event. If the Site is not available for use in accordance with the Terms for a period of 14 consecutive days or more, then we will provide to you a refund, calculated as follows:

$$\mathbf{R} = \mathbf{30}\% \times \mathbf{M} \times \frac{\mathbf{C}}{\mathbf{N}}$$

where:

R = refund

M = monthly fee

C = total number of days in the month where the Site was unavailable

N = total number of days in the month.

6 Suspension or Termination

(a) We may suspend or terminate your Member association immediately upon written notice if you (or any of your personnel) breach any provision of these Terms and that breach has not been remedied within 7 days of being notified by us.

(b) You may terminate your Member association, if: (1) we issue you with a notice that these Terms are being updated under clause 7(b) of these Terms and you choose to terminate these Terms; or if you choose to terminate these Terms in accordance with clause 2(d).

(c) Upon expiry or termination of these Terms:

(1) we will immediately cease to provide the Member benefits;

(2) your licence to use the Materials and Badge will terminate;

(3) apart from where you terminate in accordance with clause 6(b), all Fees outstanding will become immediately due and payable; and

(4) to the maximum extent permitted by law, Fees paid are not refundable. You agree this is fair and reasonable on the basis that it is possible for you to obtain the value of the Member benefits within a short period of time.

(d) Termination of these Terms will not affect any rights or liabilities that a party has accrued under them.

7 General

(a) **Survival:** Clauses 4, 5, 6 and 7 survive the termination or expiry of these Terms.

(b) **Amendment:** We may update these Terms at any time. Where we update these Terms, we will notify you by email. If you do not agree to the amendment, you may terminate these Terms in accordance with clause 6(b).

(c) **Governing law and disputes**: These Terms are governed by the laws of Victoria, Australia. Each Party submits to the jurisdiction of the courts operating in Victoria. Neither party may commence court proceedings relating to any dispute arising from, or in connection with, these Terms without first meeting with the other party to seek (in good faith) to resolve that dispute (unless that party is seeking urgent interlocutory relief). The parties must resolve that dispute by process of binding arbitration to be conducted at the Australian Disputes Centre in Melbourne in the presence of a single arbitrator.

(d) **Severance:** Any term of these Terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of these Terms is not affected.

(e) **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under these Terms if such delay is due to any circumstance beyond our reasonable control (including but not limited to epidemics, pandemics, and Government sanctioned restrictions and orders, whether known or unknown at the time of entering into these Terms) (**Force Majeure Event**).

8 Special Conditions

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For any questions and notices, please contact us at:

Meaningful Ageing Australia Ltd ABN 78 124 451 540
Email: admin@meaningfulage.org.au
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