

ASX Thomson Reuters Charity Foundation

Website terms and conditions for the supply of goods and services to consumers, payments online, deposits to Account.

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These terms and conditions regulate the business relationship between you and us. By using Our Website in any way, or by buying from us, you agree to be bound by them.

No person under the age of 18 years may purchase Goods.

We are: **ASX Thomson Reuters Charity Foundation**

ABN 44088912065

Our Registered Office is:

Level 6
19 Harris Street
Pyrmont NSW 2009
Australia

You are: a visitor to Our Website

The terms and conditions

1 Definitions

In this agreement:

- | | |
|---------------------|---|
| “Consumer” | means any natural person who, in connection with this agreement, is acting for purposes which are outside his business. |
| “Our Website” | means the entire computing hardware and software installation that is or supports Our Website. |
| “Goods or Services” | means any of the Goods or Services we offer for sale on our Website, or provide to a Consumer on behalf of various 3 rd party Suppliers |
| “Supplier” | means any 3 rd Party supplier of Goods or Service“ procured to effect fulfilment of a Consumer Order or request. Each Supplier bears their own risk in the supply of Goods and each is responsible for the respective warranties and guarantees offered. |
| “Content” | means any material in any form published on Our Website by us or any third party with our consent. |
| “Material” | means Content of any sort posted by you on Our Website |

2 Our contract with you

These terms and conditions apply:

- 2.1 So far as the context allows, to you as a visitor to Our Website; and
- 2.2 In any event to you as a buyer or prospective buyer of Goods or Services.
- 2.3 We shall accept your order by e-mail confirmation. That is when our contract is made.
- 2.4 We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods or Services.

3 Your account with us

- 3.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods or Services.
- 3.2 If you use the website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer.
- 3.3 You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.
- 3.4 We reserve the right to refuse you access to Our Website.

4 Price and Payment

- 4.1 We endeavour to keep our website prices updated and accurate but it is possible that the price may have increased from that published. If that happens, we will not send your order until you have confirmed that you wish to order at the new price.
- 4.2 All transactions are charged in Australian Dollars AUD. Banking charges and all other charges relating to payment in a currency other than AUD Dollars will be borne by you.
- 4.3 Any information given by us in relation to exchange rates are approximate only and may vary from time to time.

5 Delivery

- 5.1 Delivery of Physical Goods will be made by Australia Post or other method selected at time of ordering eg registered courier at consumer's cost as agreed to at time of ordering.

6 Foreign taxes and duties

- 6.1 If you are a consumer from outside Australia, we have no knowledge of, and no responsibility for, the laws in your country.

7 Disclaimers

- 7.1 We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Goods or Services, at any time and without advance notice.
- 7.2 You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.
- 7.3 We give no warranty and make no representation, express or implied, as to:
 - 7.3.1 the adequacy or appropriateness of the Goods for your purpose;
 - 7.3.2 the truth of any Content on Our Website published by someone other than us;
 - 7.3.3 any implied warranty or condition as to merchantability or fitness of the Goods for a purpose other than that for which the Goods are commonly used;
 - 7.3.4 Compatibility of Our Website with your equipment, software or telecommunications connection.
- 7.4 Our Website contains links to other Internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 7.5 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Goods.
- 7.6 In any event, including the event that any term or condition or obligation on our part ("Implied Term") is implied into these conditions by law, then our liability is limited to the maximum extent permitted by law, to the value of the goods or services you have purchased.
- 7.7 The above two sub paragraphs do not apply to a claim for personal injury.

8 Content and Intellectual Property Rights

- 8.1 We will defend the intellectual property rights in connection with our Goods, Services and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 8.2 We also claim copyright in the designs and compilation of all Content of Our Website. Title, ownership rights, and shall remain the sole property of us and / or the other content provider. We will strongly protect those rights in all countries.
- 8.3 Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.

- 8.4 You may not use our name or logos or trade marks or any other Content on any website of yours or that of any other person without our express written permission.
- 8.5 Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

9 Your email address

- 9.1 You represent that any username or email address selected by you, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and has not been selected for any unlawful purpose.
- 9.2 You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection.
- 9.3 You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.
- 9.4 You acknowledge and agree that we shall not be required to communicate with you save the email address provided by you.
- 9.5 You acknowledge and agree that you are a) solely responsible for ensuring that you have provided and maintained an email address and; b) that we shall not be liable to you for any failure in communication; and you indemnify us for any loss, however such losses arose.

10 System Security, Security Policy and Use of Cookies.

- 10.1 When purchasing from **ASX Thomson Reuters Charity Foundation** all transactions are protected with up to 256-bit Secure Sockets Layer encryption, and Card data is not hosted by **ASX Thomson Reuters Charity Foundation** after processing.
- 10.2 We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted.
- 10.3 You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.
- 10.4 You may not use any software tool for the purpose of extracting data from our website.

- 10.5 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.
- 10.6 Cookies may be used on some areas of our websites. A cookie is a small software application which allows a website to recognise a previous user and to observe how a user navigates within a website. Cookies are used as a standard by many websites. **ASX Thomson Reuters Charity Foundation** uses cookies to improve the navigational experience of visitors to our websites and to make them easier to use. If you are concerned about cookies, most browsers recognise when a cookie is offered and permit you to opt out of receiving it. If you are not sure whether your browser has this capability, you should check with the software manufacturer or your internet service provider. In most cases, you can refuse a cookie and still fully navigate the **ASX Thomson Reuters Charity Foundation** website.

11 Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Web Site, your posting any Material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

12 Refunds, Credits and Returns

1. Consumers agree and warrant that no charge-backs or other cancellation of deposits will be made relating to your Account without our consent. In the event of any of the foregoing occurring, you agree to indemnify us for any costs, claims, damages and expenses relating to or arising in connection with this, including any expense incurred by us in recovering such amounts. For the avoidance of doubt, any refund requested subsequent to the transaction as initiated by the Consumer, chargeback or credit requested, website services, Account Top ups, maintenance fees, and subscriptions and are deemed to be non-refundable items. The Consumer agrees that the provision of a username and access to their website constitutes Order fulfilment. Further, the Consumer agrees that the addition of funds (following a successful account top up Credit card transaction) to their secure admin portal constitutes Order fulfilment. These funds are available for their use in purchasing fundraising and/or consumer goods. Any un-used portion of deposited funds appearing as available funds in the Account balance may be withdrawn by Consumer at any time, subject to approval at the absolute discretion of **ASX Thomson Reuters Charity Foundation**.
2. We accept returns for physical Products under certain circumstances described below, but we do not provide any refund if the customer changes his/her mind or decide that the product is not quite what he/she were looking for – defined as “Customer Remorse”.
3. On behalf of the Consumer we will endeavour to negotiate with a Supplier, any customer refund/credit requested (for physical Product only). This is on a best efforts basis and is conditional upon the Consumer first seeking a Return Authorisation number, and can cite reasonable grounds for requesting a refund/credit. “Customer Remorse” is deemed to be unreasonable grounds for the Consumer’s request.
4. No Guarantee is made by **ASX Thomson Reuters Charity Foundation** for performance related Products

5. A refund/credit will be issued at our total discretion. Such refund/credit will only be issued upon receipt of the returned Goods to us in an un-used condition and in its original packaging, accompanied by the "Return Authorisation Number" issued. Goods must be returned at Consumer's cost.

Ordering

By placing an Order and purchasing tickets in charitable fundraising activities, the Consumer agrees to be bound by these Terms and Conditions. Further, that we may store in a legal manner, and use data collected from the Order Form for the express purpose of processing and delivering the Order. The Consumer may obtain a copy of the data held by us concerning him/her by submitting a request in writing. We reserve the right to charge an administration fee for processing such request. If any data held by us concerning you is incorrect, we will correct it upon receiving written advice from the Consumer.

13 Miscellaneous provisions

- 13.1 When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 13.2 Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of those goods or service.
- 13.3 Nothing in this agreement or on Our Website shall confer on any third party any benefit or obligation, other than the assumed Warranty/Guarantee responsibility of any 3rd party Supplier.
- 13.4 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 13.5 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.
- 13.6 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 13.7 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.

13.8 This Agreement shall be governed by and construed in accordance with the laws of New South Wales. You agree that the courts of New South Wales have sole and exclusive jurisdiction in determining any dispute. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.