



# TERMS OF SERVICE AGREEMENT



## 1. GENERAL

This Terms of Service Agreement (“Agreement”) is entered into between Project Us Foundation (“Project Us”) and the users (“User” or “Users”) of Project Us’s website (“Website”). By accessing or using the Website, Users agree to comply with and be bound by the terms and conditions outlined in this Agreement.

Project Us may change or modify these terms and conditions at any time and you agree to be bound by these terms and conditions as changed or modified. Notice of any changes or modifications will be provided by publishing the revised terms and conditions on this website only and separate notification will not be given to you individually.

## 2. ACCEPTANCE OF TERMS

By accessing or using the Website, Users acknowledge that they have read, understood, and agreed to be bound by this Agreement, as well as any additional guidelines or rules posted on the Website.

## 3. WEBSITE ACCESS

It is not necessary to register with us in order to use most parts of this website. However, particular areas may only be accessible if you have registered.

## 4. WEBSITE USE

Users agree to use the Website for lawful purposes only and in a manner that does not infringe upon or violate the rights of others. Users shall not engage in any activity that could damage, disable, or impair the Website’s functionality or interfere with other Users’ access.

## 5. COOKIES

To use our website, you must consent to our use of cookies. You can withdraw or modify your consent to our use of cookies at any time. If you no longer wish to receive cookies, you can Use your web browser settings to accept, refuse and delete cookies. To do this, follow the instructions provided by your browser. Please note that if you set your browser to refuse cookies, you may not be able to use all of the features of our website.

## 6. INTELLECTUAL PROPERTY

All content on the Website, including text, graphics, logos, images, videos, and software, is protected by intellectual property laws and is the property of Project Us or its licensors. Users agree not to reproduce, distribute, modify, or create derivative works of any content without obtaining prior written permission from Project Us.

## 7. DONATIONS AND CONTRIBUTIONS

Users may have the option to make donations or contribute to Project Us through the Website. Project Us reserves the right to accept or decline any donation or contribution, and Users acknowledge that donations are voluntary.

All pricing and transactions on this website are stated in Australian Dollars (AUD)

This website is enabled for online donations which is powered by Raisley. Despite the security on the website, you should be aware that there are risks in transferring information across the internet.

We record on our database the donor’s name, address, email, telephone, and amount donated. For more details on the collection and use of donor data, please see our [Privacy Policy](#).

## 8. RECEIPT

Project Us provides official receipts for approved donations in the form of emails and PDF documents. Tax-deductible receipts can only be issued to people donating money of \$2 or more.

## 9. REFUNDS

To seek a donation refund you must contact Project Us within 14 days of receipt:

- By phone on **(03) 9917 75 21** between 9am and 5pm Monday to Friday; or
- by email to [support@projectusfoundation.org](mailto:support@projectusfoundation.org)

Any donation, purchase or other transactions made through the website by a user inserting that user’s credit card details is final and not disputable. Where there has been an unauthorised use of a user’s credit card, and the unauthorised nature of that use is proved on the balance of probabilities, then the donation may be considered for a refund.





Project Us thoroughly considers all requests for a refund and will ensure that genuine errors are corrected, however, we are under no obligation to give refunds and the decisions on refunds will be at Project Us's discretion. If you would like to request a refund please provide details of how you made the donation, the amount, the date and the circumstances justifying your request.

If a donation is refunded, the associated tax receipt is no longer valid and should be securely destroyed. Please note it is your responsibility to submit the correct receipts to the ATO.

## 10. PRIVACY

The collection, use, and protection of personal information is governed by the Project Us's [Privacy Policy](#), which is incorporated by reference into this Agreement. Users agree to review and comply with the Privacy Policy when providing personal information through the Website.

## 11. OTHER WEBSITES

Our website may be linked to other sites that are not maintained by Project Us. Accordingly, Project Us is not responsible for the connection of those sites and does not accept responsibility for the use or reliance of material of any website which is referred to or accessed through our websites. The provision of a link to such a website does not mean that we endorse that website. If you visit any website via a link on this Website you do so at your own risk.

## 12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Victoria. Any disputes arising from or related to this Agreement shall be subject to the exclusive jurisdiction of the courts of Victoria.

## 13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Project Us and Users regarding the use of the Website and supersedes any prior or contemporaneous agreements or understandings, whether written or oral.

## 14. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 15. DISCLAIMER

It is the responsibility of Project Us Foundation management to inform employees and other relevant third parties about this Privacy Policy. Project Us Foundation management must ensure that employees and other relevant third parties are advised of any changes to this Privacy Policy. All new employees are to be provided with timely and appropriate access to this Privacy Policy, and all employees are provided with training in relation to appropriate handling of personal information. Employees or other relevant third parties that do not comply with this Privacy Policy may be subject to disciplinary action.

