

# Terms of Use

Thank you for using WWOOF Pty Ltd.

Please read these Terms carefully. By using WWOOF Pty Ltd or signing up for an account, you're agreeing to these Terms, which will result in a legal agreement between you and WWOOF Pty Ltd ("Agreement").

We'll start with the basics, including a few definitions that should help you understand these Terms. WWOOF Pty Ltd ("WWOOF Pty Ltd," "we," or "us") is an online Membership Program (the "Service") offered through the URL <https://wwooof.com.au/> (we'll refer to it as the "Website") that allows you to, among other things, create, send, and manage your Profile, including, without limitation, messages and notices. WWOOF Pty Ltd is an Australian Proprietary Limited company. WWOOF Pty Ltd has employees, independent contractors, and representatives ("our Team"). As a customer of the Service or a representative of an entity that's a customer of the Service, you're a "Member" according to this Agreement (or "you").

These Terms of Use ("Terms," including our WWOOFer and Host Guidelines define the terms and conditions under which you're allowed to use the Service in accordance with the Agreement, and how we'll treat your account while you're a Member. If you don't agree to these Terms, you must immediately discontinue your use of the Service. WWOOF Pty Ltd uses Google Maps to provide certain features of the Service, and, as a result, we are contractually obligated to make our Members aware of certain terms related to the use of such features. Therefore, you acknowledge and agree that by signing up for an account and using the Service, you are also bound by the [Google Maps/Google Earth Additional Terms of Service](#) (including the [Google Privacy Policy](#)). If you have any questions about our Terms, feel free to contact us [wwooof@wwooof.com.au](mailto:wwooof@wwooof.com.au).

## ACCOUNT

### Eligibility

In order to use the Service, you must:

1. be at least eighteen (18) years old and able to enter into contracts;
2. complete the registration process;
3. agree to these Terms;
4. provide true, complete, and up-to-date contact and billing information; and

By using the Service, you represent and warrant that you meet all the requirements listed above, and that you won't use the Service in a way that violates any laws or regulations. Note that by representing and warranting, you are making a legally enforceable promise.

WWOOF Pty Ltd may refuse service, close accounts of any users, and change eligibility requirements at any time.

### Term

When you sign up for the Service and agree to these Terms, the Agreement between you and WWOOF Pty Ltd is formed, and the term of the Agreement (the "Term") will begin. The Term will

continue for as long as you have a WWOOF Pty Ltd account or until you or we terminate the Agreement in accordance with these Terms, whichever happens first. After signing up on our website and creating your Username you will be directed to build your Profile once Logged in. This means that you have officially “signed” and accepted the Terms. If you sign up for the Service on behalf of a company, person or other entity, you represent and warrant that you have the authority to accept these Terms and enter into the Agreement on its/their behalf.

## **Closing Your Account**

You or WWOOF Pty Ltd may terminate the Agreement at any time and for any reason by terminating your WWOOF Pty Ltd account or giving notice to the other party. We may suspend the Service to you at any time, with or without cause. If we terminate your account without cause, and your account is a paid account, we’ll refund a pro-rated portion of your annual subscription. We won’t refund or reimburse you in any other situation, including if your account is suspended or terminated for cause, like a breach or any violation of the Agreement. If your account is inactive for 24 or more months, we may terminate the account. Once your account is terminated, you acknowledge and agree that we may permanently delete your account and all the data associated with it, including your Profile.

## **Changes**

We may change any of the Terms by posting revised Terms of Use on our Website and/or by notifying you of the new Terms by sending an email to the last email address you gave us or displaying prominent notice within the Service. Unless you terminate your account within 10 days, the new Terms will be effective immediately and apply to any continued or new use of the Service. We may change the Website, the Service, Add-ons, or any features of the Service at any time, and we may discontinue the Website, the Service, Add-ons, or any features of the Service at any time.

## **Account and Password**

You are responsible for keeping your account name and password confidential. You are also responsible for any account that you have access to and any activity occurring in such account (other than activity that WWOOF Pty Ltd is directly responsible for that isn’t performed in accordance with your instructions), whether or not you authorized that activity. You’ll immediately notify us of any unauthorized access or use of your accounts. We are not responsible for any losses due to stolen or hacked passwords that are caused by or result from your negligence. We do not have access to your current password, and for security reasons, we may only provide you with instructions on how to reset your password. We have the right to update any of your contact information in your account for billing purposes. In addition, you represent and warrant that all information you provide to us when you establish an account, and when you access and use the Service, is and will remain complete and accurate.

## **Account Disputes**

We don’t know the inner workings of your organization or the nature of your personal relationships. You won’t request access to or information about an account that’s not yours, and you’ll resolve any account-related disputes directly with the other party. We decide who owns an account based on the content in that account, and if multiple people or entities are identified in the content, then we’ll rely on the contact and profile information listed for that account. In cases where differing contact

and profile information is present, we'll require you to resolve the matter through proper channels outside of WWOOF Pty Ltd.

When a dispute is identified, we may suspend any account associated with the dispute, including disabling login and sending capabilities, to protect the security and privacy of the data held within the account.

## **PAYMENT**

### **Credit Cards**

As long as you're a Member with a paid account or otherwise have an outstanding balance with us, you'll provide us with valid credit card information. Anyone using a credit card represents and warrants that they are authorized to use that credit card, and that any and all charges may be billed to that credit card and won't be rejected. If we're unable to process your credit card order, we'll try to contact you by email and email you instructions on how to rectify the payment process.

### **Refunds**

No refund for membership will be issued if you cannot obtain a visa, if required. (A visa should be obtained before joining if required).

If for any other reason you decide not to use your WWOOF membership you must notify WWOOF in writing within 7 days of joining. In this instance a part refund, less admin fees, only will be issued and your membership will be cancelled. After 7 days of membership, no refund will be issued. Memberships are not transferable.

### **Billing Changes**

We may change our fees at any time by posting a new pricing structure to our Website and/or sending you a notification by email. Quoted fees include GST (Goods and Services Tax) where applicable.

## **RIGHTS**

### **Proprietary Rights Owned by Us**

You will respect our proprietary rights in the Website and the software used to provide the Service (proprietary rights include, but aren't limited to, patents, trademarks, service marks, trade secrets, copyrights, and other intellectual property). WWOOF Pty Ltd retains ownership of the Content and Photo's that you upload to our website [wwoof.com.au](http://wwoof.com.au)

### **Proprietary Rights Owned by You**

You represent and warrant that you either own or have permission to use all of the material, content, data, and information (including your personal information and the personal information of others) you submit to WWOOF Pty Ltd in the course of using the Service ("Content"). We may use or disclose your Content (including any personal information therein) only as described in these Terms, our Privacy Policy and Cookie Statement.

### **Privacy Policy**

Your privacy is important to us. Please read our Privacy Policy and Cookie Statement for information regarding how we collect, use, and disclose your Content and personal information and protect your privacy when you use the Service.

## Right to Review Member Profiles

We may view, copy, and internally distribute Content from your Profile/Account to create algorithms and programs (“Tools”) that help us spot problem accounts and improve the Service. We use these Tools to find Members who violate these Terms or laws and to study data internally to make the Service smarter and create better experiences for Members and their contacts.

## RULES AND ABUSE

### General Rules

By agreeing to these Terms, you promise to follow these rules:

1. You won't send spam! We mean “spam” as it is defined on the [Spamhaus website](#).
2. You will comply with our [WWOOFer Volunteer Guidelines](#) or [WWOOF Host Guidelines](#), which forms part of these Terms.

WWOOF Pty Ltd doesn't allow accounts with the primary purpose of promoting or inciting harm toward others or the promotion of discriminatory, hateful, or harassing Content. To this end, we may suspend or terminate your account if you Post or otherwise distribute any Content that we determine, in our sole discretion, contains either of the following:

- **A Threat of Physical Harm.** This means any statement, photograph, advertisement, or other Content that in our sole judgment could be reasonably perceived to threaten, advocate, or incite physical harm to or violence against others.
- **Hateful Content.** This means any statement, image, photograph, advertisement, or other Content that in our sole judgment could be reasonably perceived to harm, threaten, promote the harassment of, promote the intimidation of, promote the abuse of, or promote discrimination against others based solely on race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, disease, or immigration status.

We also may suspend or terminate your account if we determine, in our sole discretion, that you are either:

- an organization that has publicly stated or acknowledged that its goals, objectives, positions, or founding tenets include statements or principles that could be reasonably perceived to advocate, encourage, or sponsor Hateful Content or A Threat of Physical Harm;
- a person that has publicly made a comment or statement, or otherwise publicly made known a position, including by membership in an organization as discussed above, that could be reasonably perceived as Hateful Content or A Threat of Physical Harm; or
- a person or organization that has acted in such a way as could be reasonably perceived to support, condone, encourage, or represent Hateful Content or A Threat of Physical Harm. If you violate any of these rules, then we may suspend or terminate your account.

### Reporting Abuse

If you think anyone is violating any of these Terms, please notify us immediately. If you received spam you think came from a WWOOF Pty Ltd Member, please report it to [wwoof@wwoof.com.au](mailto:wwoof@wwoof.com.au). If you think anyone has posted material that violates any protected marks or copyrights, then you can notify us at [wwoof@wwoof.com.au](mailto:wwoof@wwoof.com.au).

## **Compliance with Laws**

You represent and warrant that your use of the Service will comply with all applicable laws and regulations. You're responsible for determining whether the Service is suitable for you to use in light of your obligations under any regulations like HIPAA, GLB, EU data privacy laws (including the General Data Protection Regulation) (collectively, "EU Data Privacy Laws"). If you're subject to regulations (like HIPAA) and you use the Service, then we won't be liable if the Service doesn't meet those requirements.

## **LIABILITY**

### **Limitation of Liability**

To the maximum extent permitted by law, you assume full responsibility for any loss that results from your use of the Website and the Service, including any downloads from the Website. We and our Team won't be liable for any indirect, punitive, special, or consequential damages under any circumstances, even if they're based on negligence or we've been advised of the possibility of those damages. In any calendar month, our total liability to you arising under or in connection with the Agreement—whether in contract, tort (including negligence), breach of statutory duty, or otherwise—will be no more than what you paid us for the Service the preceding month. In addition, for the avoidance of doubt, in no instance will we or our Team be liable for any losses or damages you suffer if you use the Service in violation of our [WWOOFer Volunteer Guidelines](#) or [WWOOF Host Guidelines](#), regardless of whether we terminate or suspend your account due to such violation.

### **No Warranties**

To the maximum extent permitted by law, we provide the Website and the Service as-is. This means that, except as expressly stated in these Terms, we don't provide warranties, conditions, or undertakings of any kind in relation to the Website and/or Service, either express or implied. This includes, but isn't limited to, warranties of merchantability and fitness for a particular purpose, which are to the fullest extent permitted by law, excluded from the Agreement. Since Members use the Service for a variety of reasons, we can't guarantee that it'll meet your specific needs.

### **Indemnity**

You agree to indemnify and hold us and our Team harmless from any losses, including legal fees and expenses that directly or indirectly result from any claims you make that aren't allowed under these Terms due to a "Limitation of Liability" or other provision. (Indemnity is an agreement to compensate someone for a loss.) You also agree to indemnify and hold us harmless from any losses, including legal fees and expenses, that directly or indirectly result from (a) your Content, (b) your use of the Service, (c) your violation of any laws or regulations, (d) third-party claims that you or someone using your password did something that, if true, would violate any of these Terms, (e) any misrepresentations made by you, or (f) a breach of any representations or warranties you've made to us.

## **Legal Fees and Expenses**

If we file an action against you claiming you breached these Terms and we prevail, we're entitled to recover all reasonable legal fees, expenses, and any damages or other relief we may be awarded.

## **Equitable Relief**

If you violate these Terms, then we may seek injunctive relief (meaning we may request a court order to stop you) or other equitable relief.

## **Subpoena Fees**

If we have to provide information in response to a subpoena, court order, or other legal, governmental, or regulatory inquiry related to your account, then we may charge you for our costs. These fees may include attorney and employee time spent retrieving the records, preparing documents, and participating in a deposition.

## **Disclaimers**

We and our Team aren't responsible for the behaviour of any third parties, linked websites, or other Members.

## **FINE PRINT**

### **Assignments**

You may not assign any of your rights under this agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

### **Force Majeure**

We won't be held liable for any delays or failure in performance of any part of the Service, from any cause beyond our control. This includes, but is not limited to, acts of god, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, zombie apocalypse, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers, or third-party internet service providers.

### **Survivability**

Even if this Agreement is terminated, the following sections will continue to apply: Proprietary Rights Owned by Us, Proprietary Rights Owned by You, Compliance with Laws, Limitation of Liability, No Warranties, Indemnity, Choice of Law, Severability, and Entire Agreement.

### **Severability**

If it turns out that a section of these Terms isn't enforceable, then that section will be removed or edited as little as required, and the rest of the Agreement will still be valid.

### **Amendments and Waiver**

Amendments or changes to the Agreement won't be effective until we post revised Terms on the Website. If we don't immediately take action on a violation of these Terms, we're not giving up any rights under the Terms, and we may still take action at some point.

## **No Changes in Terms at Request of Member**

Because we have so many Members, we can't change these Terms for any one Member or group.

## **Further Actions**

You'll provide all documents and take any actions necessary to meet your obligations under these Terms.

## **Notification of Security Breach**

In the event of a security breach that may affect you or anyone on our email list, we'll notify you of the breach once we have determined, in our discretion, that it occurred and will provide a description of what happened. If we determine, and notify you, that you need to forward all or part of that information to anyone on your Lists, you'll promptly do so.

## **Notices**

Any notice to you will be effective when we send it to the last email or physical address you gave us or when posted on our Website. Any notice to us will be effective when delivered to us along with a copy to our legal counsel: Attn. Legal Department, WWOOF Pty Ltd, PO Box 1993, Kurnai Country, Traralgon, 3844, Victoria, Australia, or any addresses as we may later post on the Website.