WEBSITE TERMS AND CONDITIONS

Welcome to the website of Australian Lutheran World Service (ABN 36 660 871) ("ALWS").

ALWS is the overseas aid and resettlement agency of the Lutheran Church of Australia ("LCA"). ALWS operates in compliance with the objects of LCA under a constitution approved by the General Synod of the LCA.

The National Office of ALWS is located in Albury, NSW. Call us in Australia at 1300 763 407 or +61 2 6021 5329. ALWS office is open Monday to Friday 8.30 am – 4.45 pm

This website is owned and operated by ALWS.

These Terms of Use govern your use of ALWS's website (hereby known as the "Website"). The Website Terms of Use are incorporated into these Terms and Conditions and applies throughout this site.

Please take a few minutes to read the below information about the legal terms and conditions that apply to your use of the ALWS website. If you don't agree to these terms and conditions please do not use our website

GENERAL TERMS AND CONDITIONS

1. DESCRIPTION OF SERVICE

You are responsible for all activities occurring under your username and for keeping your password secure. This includes any donations made under your username.

ALWS reserves the right to modify, suspend or discontinue the Website with or without notice at any time and without any liability to you.

ALWS reserves the right at its sole discretion to refuse service to anyone at any time with or without notice and without providing reason for its decision.

2. PRIVACY

As a condition of using the Website, you agree to the terms of the ALWS Privacy Policy [add link], which may be updated from time to time, as expressed in the most recent version that exists at the time of your use.

3. USING RESOURCES, IMAGES, VIDEOS AND TEXT FROM OUR WEBSITE

ALWS encourages you to use the material (resources, images, videos and text) on this website for yourself and your community to promote our work or to fundraise for us. There are some limits:

- If you want to use material for commercial purposes or to fundraise for us through your business or other commercial activity (such as selling a book or CD) you need written permission before doing so. Please <u>contact us.</u>
- You need to make sure that you do not change the material in any way and that you acknowledge us as the owner as follows: © Copyright Australian Lutheran World Service [2018]. All rights reserved. Used by permission. Source: www.alws.org.au
- o If you want to fundraise for us, please call us so we can assist you. Or refer to our <u>Goodness</u> <u>Grows</u> section of the website.
- The material must not be used for the benefit of any person other than ALWS or alternatively with the written consent of ALWS.
- $\circ\quad$ ALWS can withdraw permission for the use of material at any time at its sole discretion.

4. REFUND POLICY ON DONATIONS

In the event of an incorrect amount being entered, or if the donation is made accidently or there is an unusual circumstance, please contact ALWS in writing within 30 days of the donation being sent and detailing the error and requesting reimbursement.

ALWS will endeavour to respond to the request within 48 hours.

If a donation is refunded, the associated tax receipt is no longer truthful so it should be destroyed.

You can view our Refund Policy here.

5. DELIVERY POLICY

This Delivery Policy refers to the action of delivering letters, parcels or goods such as Gifts of Grace cards to the supporter.

ALWS will endeavour to process all orders within 2-3 business days. Orders will not be processed or shipped on weekends or public holidays. They will be delivered to the address, as indicated on the order form.

If ALWS is experiencing a high volume of orders, delivery by a few days. If ordering in a high-volume period (e.g. prior to Christmas), please allow additional days in transit for delivery.

All effort will be made where possible to match the gift ordered. If the goods ordered have run out, the supporter will be notified and offered an opportunity to order substitute goods whenever possible.

Should an error be made in the cards sent to the donor, please contact ALWS. ALWS does not and cannot guarantee timing for delivery by Australia Post.

You can view the **Delivery Policy** here.

6. VIRUSES

ALWS cannot guarantee that any picture, file, data, links or program available for download and/or execution from or via this site is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used. You assume all risk of use of all programs and files on this site, and your use of the site releases ALWS from all responsibility for any damages or consequences of its use.

7. OTHER WEBSITES

This site from time to time may contain links to third-party sites. ALWS is not responsible for the operation, security levels, content or any other aspect of any third-party sites. Links are provided solely for your convenience and do not indicate endorsement of any third-party sites or the products or services provided, advertised or otherwise mentioned on those sites. Please ensure that you read the applicable terms and conditions when you enter and use these sites. ALWS aims to secure personal information in the same way as it safeguards its own sensitive information. ALWS strives to constantly improve its business processes and the technology used to protect data.

8. DISCLAIMER

ALWS is not responsible for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this website or any linked website, nor does ALWS accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this website.

ALWS will not be liable for any loss or damage (including indirect, special, or consequential loss or damage) which may be suffered or incurred by you or which may arise directly or indirectly in respect of goods or services supplied pursuant to an order placed on this website or in respect to any failure or omission of ALWS to comply with its obligations as set out in these terms and conditions or otherwise.

9. EXCEPTION TO DISCLAIMER

This disclaimer set out in these terms and conditions does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.