1 **Terms of use for the PwC volunteering platform**

These terms apply to your use of PwC Volunteering, the online volunteering opportunities platform (the **system**) provided by PricewaterhouseCoopers (ABN 52 780 433 757) (**PwC**). If you use the system as a representative of an organisation, such as a not-for-profit, educational institution or social enterprise (**For Purpose Organisation**), you confirm you are also authorised to accept these terms on behalf of the organisation.

Please read these terms carefully. By accepting these terms or using the system you agree to comply with them.

**Changes**

These terms were last changed on the date set out at the top of this page. These terms may be changed at any time by an updated version being published on the system. You will be required to accept the changed version if you wish to access the system after any change.

1.1 **Your conduct on the system**

PwC wants everyone who uses the system to have a good experience. This is possible only if all users follow some basic rules when using the system.

When using the system, you must comply with these terms and with all applicable laws and regulations and you must not:

1. upload, post, link to or otherwise publish or transmit any material that:
   - is illegal or infringes anyone else’s intellectual property, confidentiality or other rights or is or may be considered defamatory, libellous, threatening, abusive, offensive, misleading or is otherwise inappropriate
   - contains any harmful component, including any virus, worm or Trojan horse or any other computer code designed or likely to interrupt, destroy or impair the functioning of the system or any device
   - contains or relates to sensitive personal information such as race or ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, or sexual preference, except to the extent the sensitive personal information is required in connection with our services and is provided in accordance with applicable law.

2. impersonate another person or otherwise misrepresent your identity, qualifications, affiliations or other information about you

3. engage in any conduct that is unlawful, disruptive, causes or may cause embarrassment, distress or discomfort to another or is otherwise inappropriate

4. do anything, including uploading, posting, linking to or otherwise publishing or transmitting any material that could damage the reputation or brand of PwC or result in PwC or a person related to PwC being in breach of any law or being liable to anyone else. A person related to PwC includes any of the firm’s partners, employees or contractors

5. except to the extent permitted by law, copy, modify, work around, by-pass, reverse engineer or otherwise change the system or its underlying data, systems or software, or attempt to do so.
1.2 Monitoring
PwC makes the system available to you or interacts with you on the system, and may monitor your use of the system from time to time, but is not obliged to do so. If PwC monitors your use of the system (including by engaging others to monitor on its behalf, where permitted), it will do so in accordance with applicable law.

PwC may remove or block access to anything on the system that it believes may have been uploaded, posted or linked to the system in breach of these terms.

1.3 Precedence
Your acceptance of these terms does not affect the respective rights of the parties to any ‘relevant agreement’, being any engagement contract or other agreement with PwC for the provision of services to you or the organisation.

If you or the organisation are a party to a relevant agreement, the relevant agreement takes precedence to the extent it is inconsistent with these terms.

1.4 Content

Content you contribute to the system
Anything you create in or contribute to the system is ‘your contributed content’, including if you source it from elsewhere or create or contribute it on behalf of someone else. By providing your contributed content to the system, you represent and confirm to PwC that anyone else with an interest in your contributed content (interested party) has given you all necessary rights and permissions to do so. This includes authorising you to grant PwC the licence and other rights referred to below on the interested party’s behalf.

You grant PwC a worldwide licence to use your contributed content. The licence you grant PwC is non-exclusive, perpetual, irrevocable, assignable and royalty-free. It includes, for example, the right for PwC to:

- reproduce, copy, store, cache, modify, distribute, display, create derivative works of and perform your contributed content and to communicate it to the public

- grant sub-licences to third parties.

You agree PwC may retain copies of your contributed content and continue to use it even after you cease to use the system.

Take care – Your contributed content is not confidential
Anyone using the system (including users associated with you, the organisation or PwC) may be given access to any content on the system. They may also be given permission to download, use and comment on the content, including your contributed content. ‘Use’ includes exercising rights under a licence or sub-licence referred to above.
1.5 No representations, warranties or liability

PwC makes no representations or provides any warranties to you or the organisation about:

- the availability or functionality of the system or anything on it (as either may be unavailable or discontinued at any time)
- your access to the system or material on the system which may be suspended or discontinued at any time immediately and without warning, regardless of whether you comply with these terms.

To the maximum extent permitted by law, PwC:

- excludes all implied warranties relating to the system and its content
- accepts no responsibility or liability of any kind to you in connection with your use of the system or its content. Any use or reliance on any content of the system is at your sole risk.

Without limiting the above:

- the system may link to websites provided by other parties. PwC is not responsible for websites provided by others and does not endorse or make any representations about them
- PwC does not use the system to provide advice, or professional or other services. No professional relationship of any kind arises from your use of the system unless PwC agrees to provide services to you pursuant to a relevant agreement.

1.6 Security

You must:

- keep your log on credentials and any personal information you include in your user profile on the system complete, accurate and up-to-date at all times
- keep your password secure and not disclose it to anyone else or allow anyone else to use it in connection with the system
- tell PwC immediately if you lose your password or know or suspect someone else may know or have access to it
- not bypass or attempt to bypass any of the system’s access or security controls or otherwise weaken or threaten the system’s security.

1.7 Other terms

If you do not comply with these terms and PwC doesn’t take action immediately, this doesn’t mean that PwC gives up its right to take action in the future.

1.8 Governing law

These terms are governed by the law of New South Wales, Australia. You submit to the exclusive jurisdiction of the courts of that State.