

Welcome to IT Without Borders!

1. Your relationship with ITWOB

1.1 Your use of ITWOB's services and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by ITWOB under a separate written agreement) is subject to the terms of a legal agreement between you and ITWOB. "ITWOB" means IT Without Borders Limited ACN 145 831 830 whose registered office is Level 2, 20 Queen Street, Melbourne, Australia, 3000. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2 Unless otherwise agreed in writing with ITWOB, your agreement with ITWOB will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

1.3 Your agreement with ITWOB will also include the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

1.4 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and ITWOB in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

1.5 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by ITWOB in the user interface for any Service; or

(B) by actually using the Services. In this case, you understand and agree that ITWOB will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 ITWOB is committed to providing free IT support to Christian organisations, entities, individuals or missionaries pursuing the charitable purposes of the relief of education, health, relief of poverty, advancement of religion. By accepting the Terms, you acknowledge and agree that you meet these criteria and are eligible to be provided the Services by ITWOB.

2.4 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with ITWOB, or (b) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Service, or (c) do not meet the criteria specified in clause 2.3.

2.5 Before you continue, you should print off or save a local copy of the Universal Terms for your records.

3. Language of the Terms

3.1 Where ITWOB has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with ITWOB.

3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

4. Provision of the Services by ITWOB

4.1 ITWOB is constantly innovating in order to provide the best service to its users. You acknowledge and agree that the form and nature of the Services which ITWOB provides may change from time to time without prior notice to you.

4.2 As part of this continuing innovation, you acknowledge and agree that ITWOB may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at ITWOB's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform ITWOB when you stop using the Services.

5. Use of the Services by you

5.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to ITWOB will always be accurate, correct and up to date.

5.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the Australia or other relevant countries).

5.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by ITWOB, unless you have been specifically allowed to do so in a separate agreement with ITWOB.

5.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.5 Unless you have been specifically permitted to do so in a separate agreement with ITWOB, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

5.6 You agree that you are solely responsible for (and that ITWOB has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which ITWOB may suffer) of any such breach.

6. Content in the Services

6.1 You understand that as a part of the Services you may provide ITWOB with access to information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) controlled by you. All such information is referred to below as the "Content".

6.2 You agree that you are authorised to provide access to such Content to ITWOB for the purpose of providing the Services and that in providing access to the Content, ITWOB is not breaching the laws of the country which you are from and you indemnify ITWOB for any loss

or damage which ITWOB may suffer in the event that any laws are breached by providing ITWOB with access to the Content.

6.3 You understand that as a part of the Services you may allow ITWOB to control your computer or software for the purposes of performing the Services. You acknowledge and agree that such access is legal in the Country you are from and that ITWOB is not liable for any loss or damage suffered by you or any third party or governmental agency as a consequence of you providing ITWOB with such access to perform the Services.

7. Proprietary rights

7.1 You acknowledge and agree that ITWOB (or ITWOB's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that in the provision of the Services ITWOB may provide information which is designated confidential by ITWOB and that you shall not disclose such information without ITWOB's prior written consent.

7.2 Unless you have agreed otherwise in writing with ITWOB, nothing in the Terms gives you a right to use any of ITWOB's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

7.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with ITWOB, then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of the Terms, and ITWOB's brand feature use guidelines as updated from time to time.

8. Content license from you

8.1 You retain copyright and any other rights you already hold in Content which you provide to ITWOB for the purpose of ITWOB providing the Services. By providing this information you give ITWOB a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you provide to ITWOB for the purpose of providing the Services. This license is for the sole purpose of enabling ITWOB to develop and improve the Services.

8.2 You agree that this license includes a right for ITWOB to make such Content available to other companies, organizations or individuals with whom ITWOB has relationships for the provision of syndicated services, and to use such Content in connection with the provision of those services.

8.3 You understand that ITWOB, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit ITWOB to take these actions.

8.4 You confirm and warrant to ITWOB that you have all the rights, power and authority necessary to grant the above license.

9. Ending your relationship with ITWOB

9.1 The Terms will continue to apply until terminated by either you or ITWOB as set out below.

9.2 If you want to terminate your legal agreement with ITWOB, you may do so by (a) notifying ITWOB at any time. Your notice should be sent, in writing, to ITWOB's address which is set out at the beginning of these Terms.

9.3 ITWOB may at any time, terminate its legal agreement with you if:

(A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) ITWOB is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

(C) the partner with whom ITWOB offered the Services to you has terminated its relationship with ITWOB or ceased to offer the Services to you; or

(D) ITWOB is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or

(E) you no longer meet the criteria in clause 2.3.

9.4 Nothing in this Section shall affect ITWOB's rights regarding provision of Services under Section 4 of the Terms.

9.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and ITWOB have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 20.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

10. EXCLUSION OF WARRANTIES

10.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 10 AND 11, SHALL EXCLUDE OR LIMIT ITWOB'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

10.3 IN PARTICULAR, ITWOB, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

10.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

10.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ITWOB OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

10.6 ITWOB FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. LIMITATION OF LIABILITY

11.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 14.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT ITWOB, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVICE OR ASSISTANCE GIVEN BY ITWOB, OR AS A RESULT OF ANY OF THE SERVICES PROVIDED BY ITWOB;

(II) ANY CHANGES WHICH ITWOB MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(III) YOUR FAILURE TO PROVIDE ITWOB WITH ACCURATE INFORMATION;

11.2 THE LIMITATIONS ON ITWOB'S LIABILITY TO YOU IN PARAGRAPH 15.1 ABOVE SHALL APPLY WHETHER OR NOT ITWOB HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

12. Other content

12.1 In the provision of the Services ITWOB may refer you to a third party to provide assistance. ITWOB may have no control over any web sites or resources which are provided by companies or persons other than ITWOB.

12.2 You acknowledge and agree that ITWOB is not responsible for the availability of any such resources, and does not endorse any advertising, products or other materials on or available from such third parties or resources.

12.3 You acknowledge and agree that ITWOB is not liable for any loss or damage which may be incurred by you as a result of the use of such third parties, their products or other resources provided to you by such third parties.

13. Changes to the Terms

13.1 ITWOB may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, ITWOB will make a new copy of the Universal Terms available at <http://www.itwob.org> and any new Additional Terms will be made available to you from within, or through, the affected Services.

13.2 You understand and agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, ITWOB will treat your use as acceptance of the updated Universal Terms or Additional Terms.

14. General legal terms

14.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

14.2 The Terms constitute the whole legal agreement between you and ITWOB and govern your use of the Services (but excluding any services which ITWOB may provide to you under a separate written agreement), and completely replace any prior agreements between you and ITWOB in relation to the Services.

14.3 You agree that ITWOB may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on www.itwob.org.

14.4 You agree that if ITWOB does not exercise or enforce any legal right or remedy which is contained in the Terms (or which ITWOB has the benefit of under any applicable law), this will not be taken to be a formal waiver of ITWOB's rights and that those rights or remedies will still be available to ITWOB.

14.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

14.6 You acknowledge and agree that each member of the group of companies of which ITWOB is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

14.7 The Terms, and your relationship with ITWOB under the Terms, shall be governed by the laws of the State of Victoria, Australia without regard to its conflict of laws provisions. You

and ITWOB agree to submit to the exclusive jurisdiction of the courts located within the State of Victoria, Australia to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that ITWOB shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

As at: July 26, 2012.