

Website Terms of Use

These Community 21 website Terms of Use apply to Community 21's website. You will be informed about:

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1. This website

This website is owned and operated by Community 21 Ltd (ABN 79 097 612 426) ("Community 21") under the domain name "www.community21.com.au" ("Community 21 website").

Community 21 has a unique corporate structure as an unlisted public company, with shareholdings limited to not-for-profit organisations. Community 21 was formed in 2001 with the objective of creating greater access to capital for the not-for-profit sector; to develop a banking service that would enable the not-for-profit sector to increase its financial capacity and benefit from the capital flows within the sector.

If you use or access the Community 21 website you accept these Terms of Use, the notices, disclaimers and any other rules of use contained on this website and changes to them that we may make from time to time. You should review them carefully and check periodically for any changes. If you do not agree with the Terms of Use, notices, disclaimers and any other rules you are not authorised to use the Community 21 website.

The Community 21 website offers you access to a collection of products, services and online information conditional on your acceptance without modification of the terms, conditions, and notices contained in these Terms of Use. Your use of the Community 21 website and its associated products, services and online resources constitutes your unconditional acceptance of all such terms, conditions, and notices.

In order to use the Community 21 website, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service and/or telephony fees payable to any party associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.



We recommend that you familiarise yourself with these Terms of Use before using the Community 21 website.

2. Conduct

You agree not to use the Community 21 website to:

- upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, offensive, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable or discriminatory; or
- impersonate any person or entity, including, but not limited to, an authorised officer of the Community 21; or
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service; or
- upload, post, e-mail or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party; or
- upload, post, e-mail or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation; or
- upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer codes, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or program; or
- disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to engage in real time exchange; or
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or
- intentionally or unintentionally violate any applicable law or regulation including but not limited to, regulations promulgated by any securities exchange; or
- "stalk" or otherwise harass, threaten or intimidate any person or internet user.

3. Links to Third Party websites

The Community 21 website may contain links to other websites ("Linked Third Party Sites"). Community 21 does not endorse, or approve of the operators of the Linked Third Party Sites or the information, graphics and material on those Linked Third Party Sites ("Linked Third Party Material"). Community 21 is not responsible for webcasting or any other form of transmission received from any Linked Third Party Site.

Community 21 is providing these links to you only as a convenience and the inclusion of any link does not imply endorsement or approval of the site.

Subject to any applicable law, which cannot be excluded, Community 21 makes no warranties or representations:

- regarding the quality, accuracy, merchantability or fitness for purpose of the Linked Third Party Material or products or services available through the Linked Third Party Sites; or

- that the Linked Third Party Material does not infringe the intellectual property rights of any person; or
- that Community 21 is authorising the reproduction of Linked Third Party Material by linking material on this website to Linked Third Party Material.

4. Third Party Software

Community 21 shall not be responsible or liable, directly or indirectly for any software downloads available from these Linked Third Party Sites. These products may be subject to a licence agreement between you and the relevant product owner. To the extent permitted by law, Community 21 accepts no liability in respect of such Third Party products and Community 21 provides no warranty and gives no endorsement in respect of such products or any party connected with them.

5. No Unlawful or Prohibited Use

As a condition of your use of the Community 21 website and services, you warrant and agree that you will not use the Community 21 website or services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Community 21 website or its associated services in any manner which could damage, disable, overburden, or impair the Community 21 website or interfere with any other party's use of the Community 21 website or its associated services. You must not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Community 21 website.

6. Use Limitation

The Community 21 website is available for your personal and business use. You warrant that you will not modify, copy, distribute, transmit or sell any information, products or services obtained from the Community 21 website.

7. Use of Communication Services

The Community 21 website may contain Live Chat sessions, electronic mail postings and or/other message or communication facilities (collectively, "Communication Services") which are designed to enable you to receive information relevant to the products and services offered from time to time by Community 21 and for you to directly communicate with Community 21 and likewise for Community 21 to communicate directly with you.

The supply, maintenance and cost of any equipment required by you or your authorised user to access the Community 21 website and any services offered from time to time by Community 21 is your responsibility including, without limitation, the computer hardware, the software required to access the internet, normal telecommunication charges associated with your internet access and your agreement with an internet service provider.

8. Product and Services Information

Products and services displayed or offered on this website contain general information about Community 21 products and services. Unless expressly stated otherwise, this information:

- does not constitute an offer or inducement to enter into a legally binding contract; and
- does not form part of the terms and conditions for use of Community 21 products or services.

9. Warranties

Community 21 has made every effort to ensure that the information presented in the Community 21 website is free from errors or omissions or is suitable for your intended use, however, Community 21 does not warrant the accuracy, adequacy or completeness of any material on this website. All information is subject to change without notice.

Should you wish to accept any product or service offered, Community 21 recommends that you seek independent advice before acting upon the material on this website.

Community 21 recognises the community concern in the transmission of computer viruses. We utilise up to date technology in an attempt to eliminate any possible computer virus infecting any material transmitted from the Community 21 website. However, we do not guarantee that the Community 21 website or any Linked Third Party website will be free from viruses, or that access to the Community 21 website or Linked Third Party websites will be uninterrupted.

You expressly understand and agree that your use of the Service is at your sole risk and that the Community 21 website is provided on an "as is" and "as available" basis. Community 21 makes no warranty that:

- the website will meet your requirements;
- the website will be uninterrupted, timely, secure, or error-free;
- the results that may be obtained from the use of the website will be accurate or reliable; or
- the quality of any products, services, information or other material obtained by you through the Community 21 website will meet your expectations.

Any material downloaded or otherwise obtained through the use of the Community 21 website is downloaded or obtained at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

10. Limitation of Liability

Other than any responsibilities implied by law which cannot be excluded, you agree to indemnify and hold each of Community 21, affiliates, staff, employees, agents, co-branders or other partners harmless from any claim or demand, including reasonable legal fees, whatsoever arising out of or referable to material on this website or to any Linked Third Party Material, whether in contract or tort (including negligence), under statute or otherwise.

Liability of Community 21, or any such other person for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the extent possible, at the option of such person, to:

- the supply of the goods or services, the repair of the goods; or
- the payment of the cost of having the goods or services supplied again or repaired.

11. Modifications to website

Community 21 reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Community 21 website (or any part of it) with or without notice. You agree that Community 21 shall not be liable to you or any third party for any modification, suspension or discontinuance of the Community 21 website.

12. Termination

You acknowledge that these Terms of Use (and the agreement constituted by your use of the information, graphics and materials on the Community 21 website) and your access to the Community 21 website may be terminated at any time by Community 21 without notice for any reason, including, without limitation, if Community 21 believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use.

You also agree that Community 21 is not liable to you or any third party for any termination of your access to the Community 21 website.

13. Jurisdiction

All information and services contained within the Community 21 website are governed by and are to be construed according to the laws applicable in the State of New South Wales and the Commonwealth of Australia.

14. Assignment by Community 21

Community 21 may assign this agreement in whole or part to any person.

15. Copyright and Trademarks

The content of the Community 21 website is owned by Community 21 which reserves all rights, including copyright under the Copyright Act 1968 (Cth), in respect of all material on this website. That material includes information, text, material designs, logos, insignia, graphics and other images or other works or subject matter and any other form of content, and may not be re-written, framed, linked, copied, re-sold, re-distributed or transmitted in any form by any process, or otherwise used without the prior specific written permission of Community 21.

A single copy of this document may be downloaded for your reference as a single hardcopy.



16. Acceptance and Changes to Terms of Use

You acknowledge and accept that your use of the Community 21 website indicates your Acceptance of these Terms of Use and the Privacy and Security Statement.

The information in the Community 21 website is current at the date of publication but may be subject to change. Notice of any other change to these Terms of Use will be given no later than the day the change takes effect.

Such notice may be by, but is not limited to, notification on the Community 21 website, in writing, by newspaper advertisement or by notices issued through the Community 21 network.

Community 21 reserves any rights not expressly granted in these Terms of Use.

This is Community 21's current Terms of Use statement and replaces any previous statement or terms of use published prior to 4 November 2011.