

**Edge Church International Ltd**

**Website Terms and Conditions**

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## **1. These Terms**

### **1.1 Accepting these Terms**

- (a) By using the Website, you agree to:
  - (i) comply with and be bound by these Terms;
  - (ii) comply with and be bound by any other applicable referenced document;
  - (iii) the rules set out in Schedule 1 below; and
  - (iv) pay any amounts in relation to transactions you perform on the Website.
- (b) If you do not agree to these terms, you have no right to obtain information or continue using the Website.
- (c) These terms are binding on any use of the Website and apply from the time you first access it.
- (d) It is your obligation to ensure that you have read, understood and agree to the most recent terms available on the Website.
- (e) We may amend these Terms at any time by posting the new terms and conditions on the Website.
- (f) Any terms of these Terms at the time you conclude the purchase of products via this Website is the version which will apply to that transaction.

### **1.2 Contacting us**

Please email us at [care@edgechurch.com](mailto:care@edgechurch.com) if you have any questions relating to these terms and conditions.

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## **2. Use of the Website**

### **2.1 Website not locally available**

You acknowledge and agree that the Website will only be accessible using the internet (or other connection to our third party servers), and will not be available "locally".

### **2.2 Parts of the Website controlled by third parties**

You acknowledge and agree that the Website is operated from servers owned and controlled by a third party. As such, you acknowledge that certain functions are out of our control, including data storage and backup.

### **2.3 We can change the Website at Our Discretion**

We reserve the right to upgrade, maintain, tune, backup, amend, add to or remove Products from, redesign, improve or otherwise alter the Website at our sole and absolute discretion. This includes removing or blocking access to any information and/or materials (in whole or in part) that we, in our sole and absolute discretion, regard in any way to be objectionable or in violation of any applicable law, any person's Intellectual Property Rights or these Terms

### **2.4 Unintentional inaccessibility**

From time to time, without notice, access to all or part of the Website may be disrupted or limited. During such an interruption, we will use reasonable endeavours to restore access to the Website as soon as practicable.

## **2.5 Intentional inaccessibility**

We reserve the right to make some or all of the Website inaccessible from time to time as is required for upgrades, maintenance and updates.

## **2.6 Errors**

- (a) You acknowledge and agree that there may be technical or administrative errors in the information on the Website, including but not limited to errors with respect to product description, pricing and availability.
- (b) We reserve the right to do any of the following, at our absolute discretion, without notice:
  - (i) correct any errors in the Website; or
  - (ii) update the Website.

## **2.7 Security Responsibilities**

- (a) We will take reasonable steps to ensure that the Website is secure from unauthorised access consistent with generally accepted industry standards, including using SSL encryption when passing payment details to a payment gateway provider. However, our security responsibilities to you extend no further than those set out in these Terms.
- (b) While we may take reasonable measures to secure the Website and the infrastructure on which the Website runs from cyber-attacks and malicious code, new attack vectors and exploits are created or used by malicious actors every day. By using the Website, you acknowledge that we can't be expected to anticipate these new vectors but can only employ industry-standard measures to mitigate the risks. Where we are actively employing measures to combat cyber-crime and an exploit or data loss occurs, you agree to hold us completely harmless for any consequences of same.

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# **3. Accounts and Security**

## **3.1 Accessing the Website**

You acknowledge and agree that to receive the benefit of the Website, you may be required to:

- (a) provide us with Personal Information; and
- (b) create an Account with us or a third party Integration.

## **3.2 Provision of information**

You agree to provide any information reasonably requested by us for the purpose of setting up your Account and operating the Website. You warrant that:

- (a) all of the information you provide to us is accurate and complete in all respects;
- (b) you will inform us by updating your Account details whenever any such information changes; and
- (c) you will not provide false or misleading information.

## **3.3 Term**

The term for an Account begins when you sign up to use the Website and continues until:

- (a) you cancel your Account; or
- (b) these Terms are terminated.

### **3.4 Declining your Account**

We reserve the right to reject any new Account in our absolute discretion.

### **3.5 Right to suspend**

We reserve the right to:

- (a) limit or suspend your access to the Website; and
- (b) alter the account information entered by you via the Website,

if in our reasonable opinion:

- (c) you are in breach of any of the obligations or undertakings in these Terms;
- (d) your Account is not used for a period of greater than 6 months; or
- (e) we suspect a security breach associated with your Account.

### **3.6 Security responsibilities**

- (a) We will take reasonable steps to ensure the Website is secure from unauthorised access consistent with generally accepted industry standards.
- (b) You shall use proper security measures in connection with your use of the Website. This shall include (but not be limited to) the following:
  - (i) setting strong passwords and access control mechanisms;
  - (ii) safeguarding access to all logins and passwords;
  - (iii) verifying the trustworthiness of any other persons with Account access information; and
  - (iv) implementing any relevant procedures recommended by the Department of Industry, Innovation and Science (see - <https://www.business.gov.au/Risk-management/Cyber-Security>) and the Australian Cyber Security Centre (see - <https://www.acsc.gov.au/> and <https://cyber.gov.au>) from time to time.
- (c) If you become aware the security of your Account may be compromised, you must immediately notify us.
- (d) You release and indemnify us for any claim, action or liability resulting from your failure to comply with this clause 3.6. You acknowledge that while we may secure the Website, we are unable to protect you from a failure to properly secure your systems and practice good digital hygiene.

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## **4. Tithes and Payments**

### **4.1 Payment**

- (a) In making payments on the Website, you agree to abide by the terms and conditions imposed by your financial institution and pay the amounts in relation to the transactions you authorise on this Website.
- (b) While we use only reputable payment gateway providers, we are not liable for any act or omission of the payment gateway provider you select at checkout.
- (c) You are responsible for the payment of any tithes, goods and services, or value added taxes which are presented to you at the time of making an order.

### **4.2 Tithing Facilitator and Payment Gateway - Tithely**

- (a) We use the third party tithe facilitator and payment gateway provided by [Your Giving Group trading as Tithe.ly](#) (**Tithe.ly**) for secure online payment transactions.

- (b) Tithes placed through this site may be made using the secure Tithe.ly payment gateway or using a Tithe.ly account, in any of the methods which they support from time to time.
- (c) Payments made through Tithe.ly are subject to Tithe.ly's own terms and conditions and privacy policy, links to which are provided on the Tithe.ly checkout pages. For more information about Tithe.ly or to see their current terms and conditions, visit the Tithe.ly website (<https://get.tithe.ly/terms-of-service>).
- (d) Unless you expressly consent otherwise, we do not see or have access to any personal information that you may provide to Tithe.ly, other than information they make available to us and/or information that is required in order to process your tithe (eg, your name, IP Address, email address and billing/postal address).
- (e) It is not necessary to have a Tithe.ly account in order to make a tithe on this site. Tithe.ly accepts all major credit and debit cards.
- (f) We may be unable to accept credit cards issued by banks outside of Australia in some cases. We do not charge additional transaction fees for paying by credit card, however Tithe.ly may charge additional fees.
- (g) While Tithe.ly and our website hosting providers employ secure technology for transactions with our customers, we will not be responsible for any damages, including consequential losses (whether direct or indirect), that may be suffered by a customer whose credit or debit card or bank account information is used in a fraudulent or unauthorised manner by any person other than us.
- (h) We may request further information from you, such as a copy of your credit card and/or other identification documentation, as part of our internal validation procedures. These procedures help protect bank and credit card account holders from online fraud.
- (i) Until your tithe has passed our internal fraud prevention checks, your tithe may remain on pending status. If further information is requested and you do not provide the requested information within such time as we consider appropriate (in our discretion), your tithe may be cancelled and, if your tithe has been received, it may be refunded back to you.

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## **5. Purchases**

### **5.1 Orders and Offers**

- (a) Prices for Products presented on this website are provided as an invitation to treat.
- (b) The final price of the Products you purchase is calculated at checkout and may include additional costs such as taxes, delivery charges and insurance.
- (c) The price shown at the time you enter your payment details is the total price of the order notwithstanding the individual Products purchased may have been presented on the Website at a lower price.
- (d) By entering your payment details you are making an offer to us on the conditions set out in these Terms.
- (e) We are under no obligation to accept an offer.
- (f) Acceptance of your offer is deemed once we:
  - (i) for physical goods, confirm your shipment with our fulfilment centres; or
  - (ii) for digital goods, either:
    - (A) send the requested items to you; or

- (B) notify you in accordance with these Terms that the requested items are available for download by you;
- and title to, and risk in, the items will pass from us to you at that time;
- (iii) in the case of services, either:
  - (A) commence providing you the services; or
  - (B) send you notification that your order has been accepted.
- (g) If you identify an error in the order you may contact us and if your shipment has not been confirmed, we will wherever possible amend the order.

## **5.2 Prices**

- (a) We reserve the right to change the prices for Products displayed on the Website at any time before you place an order.
- (b) Unless otherwise expressly stated, all amounts payable through your use of this site are expressed to be inclusive of GST. For these purposes, the term "GST" has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## **5.3 Products may not be available**

You acknowledge the Products advertised via the Website may be unique or available in low stock volumes. If we are unable to fulfil an order, we will contact you and reimburse you for the cost of that product.

## **5.4 Gift cards and discount codes**

- (a) From time to time and at our sole discretion we may make available to you the use of discount codes and redeemable gift cards.
- (b) Discount codes and gift cards are redeemable when you place your order and on the conditions upon which those discount codes and gift cards were offered.

## **5.5 Refunds**

- (a) Except as expressly provided otherwise in these Terms, all amounts paid through this Website are non-refundable.
- (b) Once a transaction is concluded the Products may not be returned other than in accordance with Consumer Protection Laws.
- (c) Any defects purportedly present in a Product must be reported to us in writing within 7 days of the Product being delivered.

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## **6. Third Party Content and Services**

### **6.1 Accessing Linked Content and Services**

- (a) The Website may link to or access other websites, services or resources on the internet. When you access third party resources, you do so at your own risk. These other resources are not under our control, and you acknowledge that we're not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any link or integration to third party services does not imply our endorsement or any association between us and their operators.

- (b) You further acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused (or alleged to be caused) by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

## **6.2 Third Party Integrations**

- (a) In delivering the Website, we may offer augmented functionality through interfacing, providing or obtaining data, or otherwise co-operating with a third party and their software and/or services (**Integration**).
- (b) Several of the Integrations may have access to some of your data or Personal Information. By using the Website, you expressly authorise us to provide any data and Personal Information to Integrations for the purpose of providing you functionality on the Website.
- (c) You acknowledge that the third parties who control the Integrations may:
  - (i) use your data and Personal Information to improve their services;
  - (ii) to the extent permitted by law, use, sell, license, distribute and disclose de-identified and/or aggregated data and Personal Information; and
  - (iii) perform fraud screening, verify identities and verify data and Personal Information for use across their network;and agree to the Integrations performing all of the above functions.
- (d) While we offer the Integrations and may have agreements with the third parties to whom they relate, we only have control over the Integrations to the extent they permit us to.

## **6.3 Live Chat**

- (a) We use Zendesk as an Integration on the Website to facilitate live text chat with users, particularly following streamed services.
- (b) Any of use of live chat functionality on the Website is subject to the Zendesk terms and conditions located at <https://www.zendesk.com/> . By using our live chat functionality, you warrant to us that you have read, understand and accept any terms which are relevant to you.
- (c) You acknowledge and agree that, by engaging with the live chat functionality on the Website:
  - (i) your conversation will be stored in searchable logs on our Zendesk account;
  - (ii) other church staff and employees may have access to the records of the conversation, and we can't guarantee that they will not read those records;
  - (iii) conversations on the live chat must not be shared outside that live chat environment;
  - (iv) our representatives are not trained counsellors, psychologists or other medical professionals;
  - (v) no advice or guidance offered through live chat should be considered professional advice;
  - (vi) we may collect further Personal Information about you during any live chat interaction, which may be saved and added to an internal database; and
  - (vii) we won't be liable, and you won't hold us liable, for anything said by our representatives during a live chat session.

## 6.4 Service Streaming

- (a) We use Living as One as an Integration on the Website to facilitate our live service streaming and [Vimeo](#) to facilitate video-on-demand functionality.
- (b) Any use of streaming or video-on-demand functionality on the Website is subject to:
  - (i) the Living as One terms and conditions located at <https://livingasone.com/>; and
  - (ii) The Vimeo terms and conditions located at <https://vimeo.com/>.By accessing video content on the Website, you warrant to us that you have read, understand and accept any terms which are relevant to you.
- (c) You acknowledge and agree that, by accessing video content on the Website:
  - (i) We, Living as One and Vimeo may monitor and log connection details about you, such as IP addresses and location data;
  - (ii) Living as One and Vimeo are US companies and data may be routed through their servers overseas; and
  - (iii) we make no guarantees about uptime, connection quality or any other aspect of the video content.

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## 7. Products

### 7.1 Supply of Products

Where we provide Products to you, the following terms apply:

- (a) we do not warrant that the Product we provide under these Terms is fit for any purpose not specified in the relevant description;
- (b) unless otherwise stated, we do not offer any warranties in respect of the Product, other than those offered by the relevant manufacturers;
- (c) ownership of the Product passes only upon payment of all relevant invoices issued;
- (d) you will be deemed to have accepted the Product upon delivery;
- (e) we are not responsible for any delays, frustrations, or interruptions to the delivery or deployment of the Products caused by the delays, action or inaction of any third party, and we are not liable in any way for any loss of trade or profit occurring to you if delivery of the Product is delayed, frustrated, or interrupted;
- (f) we may, at our discretion delay ordering Product from our suppliers, or delay delivery or deployment to you, until we have received payment for the Product in full;
- (g) if the Product is not available at the time of invoicing but is expected to be available at a future date we will put the Product on back order;
- (h) we may revise the price of Product placed on back order by reasonable notice to you, as necessary to cater for:
  - (i) price increases imposed by our suppliers;
  - (ii) substituted equivalent Product where our suppliers are unable to supply the Product and you have approved the substitution; and
  - (iii) exchange rate fluctuations where Product is sourced from outside Australia.



## 7.2 Product release and indemnity

You agree to release and hold harmless us against any claim or liability arising from or in relation to:

- (a) any loss or damage to persons or property caused by the inability to use the Product, or by use of the Product by you or anyone whom you allow to access the Product;
- (b) your acts or omissions, and those of your agents, contractors and employees, in connection with the Product;
- (c) any acts or omissions of anyone whom you allow to access the Product, whether intentionally or unintentionally;
- (d) any failure of you or your employees or directors to comply with any policy or reasonable direction in connection with the Product;

whether directly or indirectly arising in connection with the Product, even if we knew or should have known about the possibility of such loss or damage.

## 7.3 Termination consequences for product

If these Terms are terminated, then:

- (a) for Product we have not yet ordered, we will either:
  - (i) refund any Product fees we have received from you for that Product; or
  - (ii) cancel any invoice we have issued for that Product;
- (b) for Product we have ordered but not yet delivered or deployed:
  - (i) where we are able to cancel the order for any Product with our suppliers, we will either:
    - (A) refund any Product fees we have received from you for that Product, less any cancellation or restocking fees; or
    - (B) reduce any invoice we have issued for that Product by the amount recoverable from our suppliers. The reduced invoice will be immediately due and payable, and we will deliver the Product to the Shipping Location;
- (c) where we are not able to cancel the order for any Product, we will either:
  - (i) not refund any Product fees we have received from you for that Product (subject to our obligations under the *Competition and Consumer Act 2010* (Cth)); or
  - (ii) issue you with an invoice for that Product which is immediately due and payable, and deliver the Product to the Shipping Location; and
- (d) for Product which has already been delivered, provided or deployed, we will not refund any Product fees we have received from you for that Product (subject to our obligations under the *Competition and Consumer Act 2010* (Cth)).

## 7.4 Promotions and Special Offers

- (a) From time to time we may make promotional or special offers (**Special Offers**) in connection with the Website. You may be advised of these Special Offers via a general advertisement or through a specific offer to you. The Special Offer may be subject to certain conditions.
- (b) You may accept a Special Offer in the way notified by us. If you validly accept a Special Offer, the terms of that Special Offer will prevail to the extent of any inconsistency over these Terms, and will apply until the expiry of the Special Offer as notified by us.

- (c) In all other respects, the terms and conditions of these Terms continue to apply. After the expiry of the Special Offer, the Special Offer pricing and terms will cease to be available and, unless we give you reasonable notice otherwise, these Terms will apply in full thereafter.
- (d) Special Offers may be:
  - (i) revoked by us at any time; and
  - (ii) changed, removed or otherwise altered at our complete discretion.
- (e) Any Special Offer:
  - (i) will only be available by purchasing Products online; and
  - (ii) cannot be used in conjunction with another Special Offer (unless otherwise expressly stated in writing by us).

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## **8. Delivery**

### **8.1 General Provisions**

- (a) You authorise us to arrange for delivery through any Delivery Service Provider.
- (b) Where you purchase Products from us in different transactions you may incur more than one delivery charge.
- (c) Shipping costs will depend upon the Shipping Location and the Products purchased and are shown separately during checkout.
- (d) We will use our best endeavours to arrange for the delivery of Products as requested by you to the Shipping Location during the times you select.

### **8.2 Delays**

- (a) We endeavour to deliver the Products you purchase within the time specified when you make an order. However, delays may occur in our delivery and fulfilment services from time to time.
- (b) Should you encounter a delay in delivery you should contact us via the email address set out above before we can investigate the reason for the delay in delivery.

### **8.3 Arranging Delivery**

- (a) We reserve the right to arrange for delivery of the Products in multiple deliveries.
- (b) Delivery of Products will be deemed to have taken place when the Products arrive at the Shipping Location.
- (c) You authorise the Delivery Service Provider to leave the Products at the Shipping Location whether or not any person is present to accept delivery.
- (d) Upon delivery if the courier considers it unsafe to leave the package it will be delivered to the collection point nearest the shipping address on your order.

### **8.4 Risk**

The risk in the Products will pass to you at the earlier of the time:

- (i) the Products are provided to be loaded by the Delivery Service Provider; or
- (ii) when you collect the Products.

### **8.5 Delay in delivery**

The Delivery Service Provider will notify you if it believes the delivery of Products will be delayed and will advise you of the new delivery date and time.

## **8.6 Your delay or prevention of delivery**

If the Delivery Service Provider is unable to deliver the Products because of an act or omission by you including your failure to provide the correct delivery instructions, then the Products will be deemed to have been delivered and may be left at the Shipping Location.

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## **9. Third Party Products**

### **9.1 Third Party Products and Websites**

- (a) We may sell third-party products within the Website from time to time to supplement our own Products or provide you with products which we believe may be useful or relevant to you.
- (b) While we may provide the products and/or services on the Website, sale of those third party products or services that are listed, advertised or referred to in this site or the content of any third party websites should not be considered an endorsement of same by us.
- (c) We are not responsible for the content of linked third party websites, websites framed within this site or third party advertisements and we do not make any representations, or provide any guarantees or warranties, regarding their content or accuracy.
- (d) Your use of any third party websites is at your own risk and subject to their respective terms and conditions of use.

### **9.2 User Acknowledgements**

You acknowledge that we do not:

- (a) check the truth or currency of any of the material or information that third parties provide or make available through the Website;
- (b) control, endorse, approve or warrant to you the merchantability or fitness for any particular purpose of any of the goods or services of any third parties referred to in the Website or whose identities become known to you through the Website, including suppliers of content that is published or made available in or through the Website;
- (c) offer professional advice on the quality or suitability of any goods, services or information supplied by any such third parties; or
- (d) endorse or recommend any third party supplier or any third party goods or services, including where details of the relevant supplier are provided by us to you or otherwise become known to you through the Website.

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## **10. Privacy policy**

### **10.1 Privacy Policy**

- (a) You agree and consent to the handling of Personal Information in accordance with our Privacy Policy.
- (b) We may amend our Privacy Policy in our sole discretion. If we amend our Privacy Policy, we will post it on our website.

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## **11. Intellectual Property**

### **11.1 Our Intellectual Property**

We own or have a licence to use all the Intellectual Property Rights in the Website.

## 11.2 Undertakings Regarding Intellectual Property

You warrant that you will not do any of the following, or permit any person over whom you have effective control to do so:

- (a) copy or reproduce, or create an adaptation or translation of, all or part of the Website or Products in any way, except to the extent that reproduction occurs automatically through the ordinary use of the Website or Product;
- (b) incorporate all or part of the Website in any other webpage, site, application or other digital or non-digital format;
- (c) sell, license, sublicense, lease, rent, distribute, disclose, permit access to, or transfer to any third party, whether for profit or without charge, any portion of the Website on any medium; or
- (d) directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, content, architecture, or algorithms contained in the Website or any documentation associated with them.

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## 12. Warranties

- (a) You warrant you:
  - (i) have the requisite authority to enter into these Terms; and
  - (ii) where you are making a payment or tithe, you have authority to use the payment method you select.
- (b) We will endeavour to ensure that any Products are:
  - (i) free from material defects;
  - (ii) fit for their intended purpose;
  - (iii) of merchantable quality;
  - (iv) as described in the description on the Website; and
  - (v) delivered free of liens or encumbrances.
- (c) The Website is provided strictly on an 'as is' basis. To the maximum extent permitted by law, we make no warranties or guarantees:
  - (i) as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Website or any of its content;
  - (ii) the Website is of acceptable quality and fitness for a particular purpose;
  - (iii) the use of the Website will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
  - (iv) the Website will meet your requirements or expectations;
  - (v) anything on the Website, or on any third-party website referred or linked to in this site, is reliable, accurate, complete or up-to-date;
  - (vi) the quality of any products, services, information or other material purchased or obtained through the Website will meet any particular requirements or expectations;
  - (vii) errors or defects will be corrected;
  - (viii) the Website or the servers that make it available are free of viruses or other harmful components; or
  - (ix) regarding your access to, or the results of your access to, the Website.

- (d) Subject to the Non-Excludable Conditions, all other conditions and warranties, statutory or otherwise and whether express or implied, are hereby excluded, and no guarantee, other than that expressly contained in these Terms, applies to the product.

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## **13. Liability**

### **13.1 Exclusion of liability**

Subject to the Non-Excludable Conditions and to the maximum extent permissible by law, we exclude all other liability for any costs, including consequential loss, suffered or incurred directly or indirectly by you in connection with these Terms, including:

- (a) the Website being inaccessible for any reason;
- (b) the use of the Product for a purpose it was not intended to be used;
- (c) incorrect or corrupt data, lost data, or any inputs or outputs of the Website;
- (d) computer virus, trojan and other malware in connection with the Website;
- (e) security vulnerabilities in the Website or any breach of security that results in unauthorised access to, or corruption of data;
- (f) any negligent act performed by you connected with the Website or the product;
- (g) any unauthorised activity in relation to the Website;
- (h) your breach of these Terms; or
- (i) any act or omission by you, your personnel or any related body corporate under or in relation to these Terms.

### **13.2 Limitation of liability**

Where a Non-Excludable Condition is deemed to apply, to the fullest extent possible under the law, we limit our liability for any breach to:

- (a) in the case of goods:
  - (i) the re-supply of the goods or payment of the cost of the re-supply of the goods; or
  - (ii) the replacement or repair of the goods or payment of the cost of replacement or repair of the goods or acquiring equivalent goods; and
- (b) in the case of services:
  - (i) the resupply of the services; or
  - (ii) the payment of the cost of having the services resupplied.

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## **14. Indemnity**

You indemnify us, including our directors, employees, contractors, agents, subsidiaries and related bodies corporate against all costs suffered or incurred by us, however caused, arising wholly or partially, directly or indirectly, in connection with this agreement or your use of the Website, including any costs arising from:

- (a) your breach of these Terms;
- (b) you or any authorised user infringement of any third party Intellectual Property Rights while using the Website;
- (c) any harm to, claim or action by a third party arising directly or indirectly from your use of the Website; or
- (d) your breach of any privacy laws.

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## **15. Dispute Resolution**

### **15.1 Mediation**

- (a) If a dispute arises between the parties in relation to these Terms, either party may give the other party a written notice that they intend to arrange mediation.
- (b) The parties must refer the dispute to an independent mediator within 21 days of the written notice.
- (c) If the parties cannot agree on a suitable mediator, either party may contact the Queensland Law Society and request they provide a mediator.
- (d) The costs of the mediation must be paid by the parties in equal shares.

### **15.2 Legal Proceedings**

No party may commence court proceedings unless the dispute remains unresolved for 14 days from the date of the mediation anticipated in clause 15.1.

### **15.3 Dispute resolution not to apply to debts**

The dispute resolution procedure set out in this clause 15 will not apply in any instance where we seek to enforce a debt in connection with these Terms.

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## **16. Termination**

We may end these Terms immediately if in our reasonable opinion you are in breach of these Terms.

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## **17. General and interpretation**

### **17.1 Assignment**

We may assign, encumber, declare a trust over or otherwise create an interest in our rights under this document without your consent, and may disclose to any potential holder of the right or interest any information relating to this document or any party to it. You may not assign, transfer or sub-contract any of your rights or obligations under these Terms without our prior written consent.

### **17.2 Governing law**

The laws of South Australia, Australia govern these Terms. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

### **17.3 Inconsistency with other documents**

If these Terms are inconsistent with any other document, policy or agreement between the parties, these terms prevail to the extent of the inconsistency.

### **17.4 Operation of these terms**

- (a) These Terms contain the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by these terms and has no further effect.
- (b) Any provision of these Terms which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make these terms enforceable, unless this would materially change the intended effect of these Terms.

## 17.5 Unforeseen Event

- (a) Our obligations under these Terms are suspended to the extent that occurrences or conditions beyond our control affect us, including but not limited to acts of terrorism, hacking, acts of God, war, strikes, civil disorder, disasters, earthquake, fire, flood, lockout, embargo, diseases, viruses, failure of suppliers, equipment failures or changes to government regulations (**Unforeseen Event**), for as long as the Unforeseen Event continues. However, if an Unforeseen Event continues for more than 40 Business Days, we may terminate these Terms.
- (b) The occurrence of an Unforeseen Event does not suspend your obligation to pay any money under these Terms.

## 17.6 Waiver

Any delay or failure to enforce any rights in relation to a breach by the other party will not be construed as a waiver of those rights.

## 17.7 Notifications

- (a) Communications (including notices) must be in writing.
- (b) Either party may serve any communication on the other party by sending it to that party's email address. A communication by email will be taken to have been received by the addressee at the earlier of the time stated in a read receipt sent by the recipient's computer or when the message has been delivered to the email address of the addressee.
- (c) If delivery is made after 5:00pm on a Business Day, it must be treated as received on the next Business Day.
- (d) For the purposes of the *Electronic Transactions Act 1999* (Cth), the parties agree to send, receive and execute notices and documents electronically, and agree that any document signed electronically will be binding with the same effect as a physical signature.

## 17.8 Variations

We reserve the right to amend these Terms and any other policy on this site at any time in our sole discretion and any such changes will, unless otherwise noted, be effective immediately. Your continued usage of the Website will mean you accept those amendments. We reserve the right, without notice and at our sole discretion, to change, suspend, discontinue or impose limits on any aspect or content of the Website or the Products/services offered through this Website.

You may only vary or amend these Terms by written agreement with us.

## 17.9 Costs

Except as specifically provided in these Terms, each party must bear its own legal, accounting and other costs associated with these Terms.

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## 18. Definitions and interpretation

### 18.1 Definitions

Unless these Terms explicitly state otherwise, expressions used have the following meanings:

**Account** means your account to use certain functions on the Website.

**Business Days** means a day (other than a Saturday, Sunday or public holiday) when banks in Brisbane, Queensland are open for business.

**Consumer Protection Laws** mean the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and other consumer protections laws we are required to comply with.

**Delivery Service Provider** means any one of the service providers who may deliver the Products on our behalf, as selected by us in our sole discretion.

**Intellectual Property Right** means all present and future rights conferred by statute, common law or equity (and all moral rights) in or in relation to business names, circuit layouts, computer software, confidential information, copyright, designs, domain names, formulas, inventions, knowhow, patents, plant varieties, recipes, Products, equipment, trade marks, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.

**Non-Excludable Condition** means any guarantee, condition or warranty (such as the consumer guarantees implied by the *Competition and Consumer Act 2010* (Cth) and other Consumer Protection Laws), which cannot by law be excluded.

**Personal Information** has the meaning given to it by the Privacy Law.

Privacy Law means:

- (a) the *Privacy Act 1988* (Cth) (**Privacy Act**); and
- (b) any code registered under the Privacy Act or Australian Privacy Principles.

**Privacy Policy** means the privacy policy available on the Website at [here](#) as amended by us from time to time.

**Product** means any physical or digital goods that you request, order or purchase under these Terms, including from the Website.

**Shipping Location** means the location you enter into the Website when you make a purchase.

**Terms** means this document and any additional policies available on the Website.

**Website** means the website located at <https://edgechurch.com/> .

**You** means a person or entity using the Website.

**Us, we or our** means Edge Church International Ltd ABN 97 128 147 482

## 18.2 Interpretation

Unless the terms and conditions of the Terms explicitly state otherwise, the Terms will be interpreted as follows:

- (a) a reference to a party includes that party's permitted assigns, administrators, successors, executors, legal representatives and any novated party;
- (b) unless used for the usual grammatical purpose, inverted commas around a term indicate industry jargon that will be interpreted according to how that term would be understood by an individual with expertise in the relevant industry;
- (c) "including", "includes" or any derivation of those words does not limit the matter in question to the things specifically mentioned in the applicable context;
- (d) where a term is defined, other grammatical forms of that term will be taken to have the same meaning;
- (e) headings are for convenience and will not affect interpretation;
- (f) words in the singular will be taken to include the plural and also the opposite;
- (g) a reference to a document will be to that document as updated, varied or amended;



- (h) a document referenced by the Terms will not take precedence over the referencing document;
- (i) when any kind of legislative instrument is referenced, the reference will be taken to be that instrument as updated or substituted for by the legislative body in any way;
- (j) where a "URL" is mentioned, the non-operation of the "URL" will not render the rights and obligations associated with it invalid; and
- (k) a reference to a party's conduct includes omissions as well as acts.

## Schedule 1 Prohibited Conduct

### YOU MUST NOT:

- use any device, routine or software that interferes, or attempt to interfere, with the proper working of the Website;
- engage in any action that requires, or may require, an unreasonable or excessively large load on our infrastructure;
- use the Website to decipher passwords or security encryption codes, transmit any worms, viruses or trojans, transfer or store illegal, threatening or obscene material or otherwise violate the security of any computer network;
- use the Website to violate any applicable local, state, national or international law, to engage in any misleading or deceptive online marketing practices or for any fraudulent or malicious purposes;
- use any spider, robot or search/retrieval application or any screen scraping, data mining or similar data gathering device, process, program or means to access, retrieve or index any portion of the Website;
- use the Website by any automated means;
- use the Website to transmit junk mail, spam or chain letters or pyramid schemes or engage in other flooding techniques or mass distribution of unsolicited email;
- access, retrieve or index any portion of the Website for use in constructing or populating any database that is searchable online or for the purpose of soliciting or sharing reviews;
- interfere with the display of any advertisements appearing on or in connection with the Website;
- reverse engineer, decompile, disassemble, adapt, modify, translate, frame or reformat any of the material or Products contained on this Website;
- reproduce, duplicate, copy or store any of the material appearing on the Website other than for your own personal and non-commercial use;
- falsely imply that any other website is associated with the Website;
- do anything that leads, or may lead, to a decrease in the value of our Intellectual Property Rights in this Website;
- use or exploit any of the material appearing on this site for, or in connection with, any business or enterprise (whether for profit or otherwise), including any business or enterprise that is in competition with the Website;
- release to the public any news release, advertising material, promotional material or any other form of publicity or information relating to us without our prior written consent; or
- use the Website to transmit any information or material that is, or may reasonably be considered to be:
  - abusive, threatening, harassing, harmful, obscene, indecent, lewd, inflammatory, violent, vulgar, profane, racially, ethnically or otherwise objectionable or offensive in any way;
  - libellous, defamatory, pornographic, sexually explicit, unlawful or plagiarised;
  - infringing upon or violating any copyright, trademark, patent or other intellectual property or proprietary right;

- in breach of any duty of confidentiality by which you are bound, whether by way of a fiduciary or contractual relationship;
- in breach of any person's privacy or publicity rights;
- a misrepresentation of facts, including the impersonation of any person or entity or a misrepresentation of an affiliation with any person or entity (including any sponsorship or endorsement);
- in violation of any applicable law, statute, ordinance or regulation, or encouraging of others to do so;
- containing any political campaigning material, advertisements or solicitations;  
or
- likely to bring us or any of our staff into disrepute.