

Terms of Service

1. OVERVIEW

(a) We, GROW (ABN 12008485827) own and operate the website located at <https://grow.org.au/> (Site) and provide mental health support services and sell small range of merchandise including socks, wearables, book and any other products that we choose to offer from time to time (Products).

(b) Please read these terms (Terms) carefully as they govern your access to and use of the Site and our provision of the GROW eStore.

(c) These Terms may be amended by us at any time, and by continuing to use the GROW eStore, you accept the Terms as they apply from time to time.

2. ACCESS OF SITE

To access the Site, you must:

(a) be at least 18 years old; and

(b) possess the legal right and ability to enter into a legally binding agreement.

3. ACCOUNT

(a) In order to use the GROW eStore, you will need to create an Account.

(b) When you create an Account, you must provide your email address and nominate a password. You are responsible for the security of your password and we will assume that anyone using your Account is authorised to do so by you and you will be responsible for their actions. Under no circumstances will unauthorised access or use of your Account reduce your liability to us.

(c) You must:

(i) update, and keep up-to-date, your details if they have changed from the last time you used the Site;

(ii) keep your password secure and confidential; and

(iii) notify us immediately if you become aware of any unauthorised use of your Account or other security breach.

4. USE OF SITE

4.1 Personal use only

(a) You may view the Site using a web browser or mobile device, and electronically copy and print hardcopies of parts of the Site solely for your personal, non-commercial use.

(b) Any other use, including the reproduction, modification, distribution, transmission, re-publication, display or performance of the content on the Site is strictly prohibited.

(c) You must not modify or copy the layout of the Site or any computer software and code contained in the Site or GROW eStore.

4.2 Must not interfere with the Site

You must not:

- (a) interfere with or disrupt the Site, including by transmitting any viruses, spyware, malware or any other code of a destructive or disruptive nature;
- (b) use or provide false or misleading information when creating or updating your Account;
- (c) create accounts with us through unauthorised means, including by using an automated device, script, bot or other similar means;
- (d) restrict, or attempt to restrict, another user from using or enjoying the Site; or
- (e) encourage or facilitate violations of these Terms.

5. GROW ESTORE

5.1 Ordering

- (a) When you complete your order process on the Site (Order), you will be asked to choose your GROW eStore Order
- (b) The Order is either:
 - (i) by individual or multiple purchase quantity
 - (ii) by Subscription
- (c) You will be billed for the Products at the time of placing your order.
- (d) We reserve the right to accept or reject an Order for any reason including if:
 - (i) a Product is not available;
 - (ii) there is an error in the price or Products description on the Site or in an Order;
 - (iii) there is an error or issue in the payment processing or details provided by you when placing an Order;
 - (iv) an Order does not comply with these Terms; or
 - (v) an Order is determined by us in our sole and absolute discretion to be in breach of clause 5.8(b).
- (e) If we reject an Order, we will notify you of that rejection immediately or within 7 days of submitting an Order.

5.2 Delivery

- (a) Your delivery will be shipped as soon as reasonably practicable after you submit an Order and will be delivered within 15 days of your Order.
- (b) There is no shipping charge or delivery fee where stated on the GROW eStore product page. We may, at our sole discretion, implement a shipping charge or delivery fee at any time.

(c) We accept no liability or responsibility for:

- (i) incorrectly placed Orders; or
- (ii) incorrect or incomplete delivery details or instructions provided by you.

(e) You acknowledge and agree that:

(i) we use third party carriers to deliver Products, including those listed here ;

Australia Post

13 POST (13 7678) <https://auspost.com.au/>

<https://auspost.com.au/terms-conditions/general-terms-conditions>

(ii) you are bound by and will comply with the third-party carrier's terms and conditions and any policies applicable to the delivery of the Products; and

(iii) we are not liable for Products that are damaged or lost in transit.

(f) For the avoidance of doubt, you are responsible for contacting and liaising with the third-party carriers for any lost or damaged Products, however, we will use our best endeavours to help you to reach a satisfactory resolution with our third-party carriers.

5.3 Payments and billing

(a) Payments for all Products from GROW eStore must be by direct debit or any other payment method listed on the checkout page of the Site. We may from time to time use a third-party direct debit agent to process your payment.

(b) When you complete your purchase, you will be asked to provide your preferred payment method and billing information.

(c) Your first payment will be processed when you submit your Order.

(d) You are responsible for:

- (i) ensuring that your billing information is kept up to date;
- (ii) ensuring that your nominated bank account has sufficient funds to meet the payments; and
- (iii) paying all bank fees, including fees charged by your bank for an overdraw of your account as a result of a payment pursuant to these Terms.

(f) If any payment fails, you are responsible for any reasonable administration fees including any fees for the dishonoured direct debit or failed payment.

5.4 Price

- (a) We may, from time to time, vary the price of the Products on GROW eStore.
- (b) The current prices of GROW eStore and Products will be as displayed on the Site. All prices are displayed and charged in Australian Dollars (AUD).

5.5 Risk and title

- (a) The Products will be at your risk from the time of delivery in accordance with your delivery instructions.
- (b) Ownership of the Products will pass to you when:
 - (i) we receive full payment of all sums due in respect of the Products; and
 - (ii) the Products are delivered to you.

5.6 Cancellation or variation

- (a) There is no minimum subscription term.
- (b) You can cancel, pause or otherwise modify your subscription at any time:
 - (i) by emailing our customer care team at estore@grow.org.au; or
 - (ii) through your Account on the Site.
- (c) You will not be charged a cancellation fee.
- (d) If you cancel your subscription, you will continue to receive the Products for which you have paid. To the maximum extent permitted by applicable law, you will not be eligible for a pro-rated refund of any portion of the subscription fees paid.
- (e) For all pre-paid subscriptions, we will send you an email 3 to 5 days before the end of your subscription period. If you do not cancel or modify your subscription, your subscription will automatically renew, and you will continue to receive Products on the same terms as your previous subscription and in accordance with these Terms.

5.7 Refunds

- (a) Refund or replacement requests must be made directly to us at estore@grow.org.au.

5.8 Special offers and discounts

- (a) We may, from time to time and at our absolute discretion, provide special offers or discounts to Users for the Products on the GROW eStore, including but not limited to, introductory offers and “refer a friend” offers.
- (b) You must not:
 - (i) create multiple or false accounts on the Site for the purpose of taking advantage of offers or discounts; or

(ii) otherwise attempt to fraudulently or dishonestly access or take advantage of offer or discounts.

(c) In addition to the rights in clause 5.9, we may:

(i) block and ban, either temporarily or permanently, any Users; and

(ii) suspend or terminate any accounts, immediately and without notice if we believe that a User has breached this clause 5.8.

5.9 Termination

We reserve the right to terminate your order at our reasonable discretion at any time and without giving any reasons for our decision.

6. MATERIALS

(a) We may present information and content, including articles, opinions, information and commentary on the Site (Materials).

(b) The Materials are for your personal use only and may not, without our prior written consent, be:

(i) resold or redistributed in any material form;

(ii) stored in any storage media; or

(iii) retransmitted via any media.

7. USER CONTENT

7.1 General

(a) We do not claim ownership of any content you add or post onto the Site, including any reviews, comments, photos and other contributions you may make in response to the content of our Site (User Content). Instead, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable licence to use the User Content, whether on this Site, another Site we own or control (including our social media channels) or in any hardcopy form.

(b) You consent to any act or omission which would otherwise constitute an infringement of your moral rights. If a third party has moral rights in your User Content, you must ensure the third-party consents in the same manner.

(c) User Content must be accurate, truthful and genuine, provided for information purposes. We do not have the ability to verify the accuracy or otherwise of the User Content.

7.2 Prohibited content

You must not create or generate any User Content:

(a) unless you hold all necessary rights, licences and consents to do so;

(b) that would cause you or us to breach any law, regulation, rule, code or other legal obligation;

(c) that we consider inappropriate, defamatory, offensive, abusive, indecent, illegal or disparaging;

(d) that would bring us into disrepute; or

(e) that infringes the rights, including intellectual property rights, of any third party.

7.3 Blocking

We reserve the right to remove or block any User Content that violates our Terms.

8. MARKETING AND PROMOTIONAL MATERIAL

(a) By creating an Account, you agree to receive promotional material and marketing communications from us.

(b) You can opt out of receiving promotional material and marketing communications from us by emailing estore@grow.org.au.

9. THIRD PARTY LINKS

(a) The Site may contain links to other websites owned and operated by third parties, which are not under our control (Third-Party Links).

(b) Third Party Links are provided as a convenience to you and the existence of such links on the Site is not an endorsement of those Third-Party Links.

(c) We are not responsible for the content or material contained on any Third-Party Link.

10. INTELLECTUAL PROPERTY RIGHTS

(a) We or our licensors reserve all intellectual property rights in the Site and the Materials.

(b) All content appearing on the Site, and the Site itself, is protected by copyright and database rights. Reproduction of the Site, in whole or in part, including the copying of text, graphics or designs without our prior consent is prohibited.

(c) Nothing in our Terms constitutes a transfer of any intellectual property rights.

(d) All the trademarks, trade names, business names, images and logos (Marks) identified and utilised on the Site belong to their respective owners and are used by us as either owner or licensee. You must not use, reproduce, copy, republish, upload, transmit, post or modify these Marks in any way, unless otherwise authorised by the owner in writing.

11. PRIVACY

(a) In providing you with access to the Site and GROW eStore, we will collect your personal information.

(b) If you do not provide the requisite personal information, you may not be able to access or use the Site and/or GROW eStore.

(c) Personal information collected by us will be:

(i) used by us to develop consumer insights and for our current and future marketing purposes; and

(ii) disclosed to our business partners, related entities, professional advisers, third party service providers, government agencies and regulatory authorities.

(d) We will collect, use, disclose and store your personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

(e) While we take reasonable steps to ensure your personal information is protected from loss, misuse and unauthorised access, modification or disclosure, security measures over the internet can never be guaranteed. This means we cannot guarantee the security of your personal information. In the event of a data breach, we will comply with the required data breach reporting laws.

12. DISCLAIMER

(a) The Site, Materials, and Third-Party Links are provided to you on an 'as is' and 'as available' basis. We give no warranty, guarantee or representation about the accuracy, reliability or timeliness or otherwise of the Site, Materials or Third-Party Links.

(b) You acknowledge and agree that the Products displayed on the Site are not an exact sample and are indicative only.

(c) We do not endorse or support any Materials or User Content and reliance on any such information is at your own risk.

(d) We reserve the right to change, suspend or discontinue any aspect of the Site, including removing any Materials, User Content or Third-Party Links, at any time and without notice to you.

(e) You are responsible for considering the appropriateness of the Site and Products for your intended application and use and we give no warranty, guarantee or representation that the Site or Products are suitable for or meets your requirements.

(f) You alone are responsible for your User Content.

13. EXCLUSIONS AND LIMITATION OF LIABILITY

(a) To the fullest extent permitted by law, we are not liable to you for any loss or damage you may suffer or incur in connection with your access and use of the Site or the GROW eStore.

(b) To the fullest extent permitted by law, we exclude liability for special, indirect or consequential damages, including damages for loss of data, loss of or claim for,

revenue, profits, actual or potential business opportunities or anticipated savings or profit.

(c) If we are found by a court of competent jurisdiction liable to you for loss or damage that could otherwise have been limited, such liability will be limited to the fees paid by you for the items listed on the GROW eStore.

(d) Any limitations or exclusions do not apply to our liability for loss suffered or incurred by you for:

- (i) fraud or other unlawful acts;
- (ii) gross negligence; or
- (iii) liability that cannot be limited or excluded by law, including under the Australian Consumer Law.

14. INDEMNITY

(a) You agree to indemnify us for all losses, damages, liabilities, claims and expenses (including reasonable legal costs) incurred by us arising out of or in connection with your use of the Site, GROW eStore, any User Content, your breach of the Terms or your breach of any rights of third parties.

(b) We reserve the right to assume exclusive control of any matter for which you are required to indemnify us, and you agree to provide assistance at your expense for the purposes of defending and managing all such claims as is reasonably requested by us.

15. FORCE MAJEURE EVENTS

(a) For the purposes of this clause, a Force Majeure Event means any event or circumstance, or a combination of events or circumstances which is beyond our reasonable control and which has the effect of preventing us from performing an obligation under these Terms, including:

- (i) acts of God, including without limitation, earthquakes, floods, washouts, landslides, national emergency, lightening and storms;
- (ii) strikes, lockouts, bans, slowdowns or other industrial disturbances;
- (iii) acts of enemy, wars (declared and undeclared), acts of terrorism, blockades or insurrections, riots and civil disturbances, arrest and restraint of rulers or peoples;
- (iv) fire or explosion;
- (v) epidemic or quarantine; and
- (vi) an order or direction of any government authority or omission or failure to act by any authority.

(b) We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by a Force Majeure Event.

(c) We must:

(i) use all reasonable efforts to overcome the effects of the Force Majeure Event; and

(ii) resume performance of our obligations under these Terms as soon as possible after the Force Majeure Event has abated to the extent necessary to permit a resumption of performance.

16. CONTACT US

If you wish to contact us or make a complaint, please contact us at estore@grow.org.au.

17. VARIATION TO THE TERMS

(a) We may vary, amend or otherwise modify the Terms at any time (New Terms).

(b) We will publish the New Terms on the Site, at which time they will be effective.

(c) Your continued use of the Site following posting of the New Terms constitutes your acceptance of the New Terms.

18. SEVERABILITY

If any provision of our Terms is unenforceable or invalid, it will be ineffective to the extent it is unenforceable or invalid and will not affect the enforceability or validity of the remaining provisions.

19. JURISDICTION

(a) The Terms are governed by the laws in force in Victoria, Australia.

(b) You and we submit to the exclusive jurisdiction of the courts of Victoria, Australia.

Last update of these Terms of Use: [JULY 2022]