

**ZEPHYR EDUCATION INC**  
**WEBSITE SECURE LOGIN**  
**TERMS AND CONDITIONS**  
**AGREEMENT**

**1. INTERPRETATION**

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**1.1 Definitions**

**authorised representatives** mean personnel authorised by a client to access the Facility on behalf of the client.

**claim** means, in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent.

**client** means a shelter or other organization registered with Zephyr Education Inc for assistance.

**Facility** means the password protected portal on Zephyr Education Inc's website at [www.zephyreducation.com.au](http://www.zephyreducation.com.au) for making requests for assistance

**password** means the unique password provided by Zephyr Education Inc to a client to enable its personnel to access the Facility.

**personnel** means, in relation to a client, its officers, office-holders, employees, agents, volunteers and contractors.

**2. PASSWORD AND SECURITY**

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2.1 Zephyr Education Inc will supply each client with a unique password to enable its authorised representatives to access the Facility.

2.2 Zephyr Education Inc may change the password from time to time and will notify the client of any change.

2.3 A client must:

- (a) take all reasonable steps to protect and maintain the security of its password;
- (b) only disclose the password to its authorised representatives; and
- (c) promptly notify Zephyr Education Inc if it becomes aware that the confidentiality of the password has been compromised or any other kind of unauthorised use or security breach has occurred in relation to the Facility.

**3. USE OF SECURE LOGIN TO ACCESS THE FACILITY**

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3.1 A client must ensure that its authorised representatives use the Facility only for the purposes of uploading requests for assistance (and associated documents) and transmitting them to Zephyr Education Inc.

3.2 A client must ensure that its authorised representatives do not:

- (a) upload any information, texts, statements, images or graphics that are not relevant to requests for Zephyr Education Inc's assistance;
- (b) circumvent, disable or otherwise interfere with the security-related features of the Facility;
- (c) upload information to the Facility that has been copyrighted by a third party or is otherwise subject to a third party's proprietary right; or
- (d) upload any information, text or images that are offensive or defamatory.

3.3 A client must ensure that personnel who are not authorised representatives do not access the facility.

#### **4. TERMINATION**

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4.1 Zephyr Education Inc may suspend or cancel a client's access to the Facility by giving it written notice for any of the reasons specified in section 4.2.

4.2 Zephyr Education Inc may suspend or cancel a client's access if it considers:

- (a) the client, its authorised representative or other member of its personnel has breached any of the terms of this document; or
- (b) unauthorised use of the Facility has occurred or the Facility's security has been compromised in some other way.

#### **5. RISK AND INDEMNITY**

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5.1 By accessing the Facility, a client accepts that:

- (a) it is responsible for its authorised representative's use of the Facility and for maintaining security of its password;
- (b) its use of the Facility gives rise to a potential risk that its requests or other information may be viewed, intercepted or modified by third parties;
- (c) Zephyr Education Inc does not represent or warrant that the security controls (including the password) will be absolutely effective or that unauthorised access to the Facility or alteration of its content will not occur;
- (d) information downloaded from the Facility may contain computer viruses, worms or other harmful defects;
- (e) it is responsible for installing and maintaining adequate security measures.

5.2 By accessing the Facility, a client agrees to release, indemnify and keep indemnified Zephyr Education Inc, members of its management committee and other members in relation to any claim arising directly or indirectly from:

- (a) the use of the Facility by the client's authorised representative;
  - (b) any unauthorised access to, or use of, the Facility by any member of the client's personnel;
  - (c) any infection of the Facility from a computer virus, worm or harmful defect transmitted by or via the client's computer systems;
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- (d) any interruption to its access to the Facility;
- (e) any breach of this document by the client's authorised representative or other member of its personnel.

## **6. GENERAL**

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### **6.1 Construction**

- (a) words in the singular include the plural and vice versa;
- (b) words indicating any gender indicate the appropriate gender;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;
- (e) any reference to a party includes that party's executors, trustees, administrators, successors in title and assigns;
- (f) references to any document (including this document) include references to the document as amended, consolidated, supplemented, novated or replaced;
- (g) headings are included for convenience only and do not affect interpretation of this document.

### **6.2 Governing Law**

This document will be construed in accordance with the laws in force in Queensland and the parties submit to the jurisdiction of the Courts of Queensland.

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