



## ASVB VALUE CALCULATOR TERMS AND CONDITIONS

### 1. ASVB Value Calculator

- 1.1 The ASVB Value Calculator website application can be accessed at <https://valuecalculator.asvb.com.au> is owned and operated by **Alliance Social Enterprises Company Limited** (“ASE”, “we”, “us” and “our”).
- 1.2 The ASVB Value Calculator enables Licensed Users to create Impact Valuation Statements or conduct social impact analysis.
- 1.3 In addition to the licence agreement between ASE and you (“**Licence**”) and the [Privacy Policy](#) these terms and conditions (“**Terms**”) govern your access and use of the ASVB Value Calculator. By proceeding and using the ASVB Value Calculator you agree to be legally bound by these Terms. If you do not agree to these Terms, or any amendments to them, you may not use the ASVB Value Calculator.
- 1.4 We reserve the right to amend the Terms from time to time. Amendments will be effective immediately upon notification on the ASVB Value Calculator. By using the ASVB Value Calculator at any time you acknowledge that you have read, understood and agree to be bound by the then current Terms. Your continued use of the ASVB Value Calculator following such notification will represent an agreement by you to be bound by the Terms as amended.

### 2. Definitions

- 2.1 In this agreement:

**ASVB Value Calculator** means the website application available at <https://valuecalculator.asvb.com.au> which is used in conjunction with Primary Benefit Values and Secondary Benefit Values to calculate a cost benefit analysis and produce Impact Valuation Statements.

**Impact Valuation Statement** means a report generated through the ASVB Value Calculator, which has used Primary Benefit Values and/or Secondary Benefit Values to calculate the value of the social impact created by a program using cost benefit analysis.

**Intellectual Property Rights** means all statutory and other rights in and to copyright (including future copyright and rights in the nature of analogous to copyright), and all neighbouring rights, all rights in relation to inventions, including patent rights, innovation patent rights, registered and unregistered trade marks (including service marks), trade, business, company names or internet domain names, registered and unregistered designs, the right to keep Confidential Information confidential, circuit layouts and all other rights resulting from intellectual activities in the industrial, scientific, literary, music, dramatic or

artistic fields throughout the world whether subsisting now or in the future and includes any developments or improvements or modifications to any equipment, software, technology, processes, methods or techniques and the right to apply for and be registered as the owner of any such rights anywhere in the world.

**Licensed User** means a user licensed to use and access the ASVB Value Calculator under the Licence.

**Personnel** mean the directors, officers, officers, employees, agents and consultants of an entity.

**Primary Benefit Values** means the value of the impact to an individual's wellbeing and quality of life, where the non-financial outcomes have been valued using the Wellbeing Valuation Methodology and the financial outcomes have been valued through the uplift in post-tax income.

**Secondary Benefit Values** means the changes in government resources, including a reduction in government expenditure and increase in tax receipts, resulting from individuals achieving outcomes.

**Related Entity** has the meaning it has in the Australian *Corporations Act 2001* (Cth).

**Representative** of a party includes an employee, agent, auditor, adviser, partner, consultant, joint venturer, contractor, sub-contractor or Related Entity of that party.

**Wellbeing Valuation Methodology** means estimating the impact of the good or service and income on people's self-reported wellbeing and using these estimates to calculate the exact amount of money that would produce the equivalent impact on wellbeing.

**You or you** means:

- (i) if you are acting in your personal capacity, you as an individual; or
- (ii) if you are acting as the authorised agent on behalf of a company or organisation (including as a Representative of a Registered User) that entity.

### **3. Licensed User Access**

- 3.1 Subject to your compliance with these Terms, ASE grants you and your Personnel access and use of the ASVB Value Calculator on your personal or business device and access and use of any content, information and related materials that may be made available through use of the ASVB Value Calculator.

### **4. Using the ASVB Value Calculator**

- 4.1 You must provide and maintain all of your telephone lines, modems, computer hardware, software, firewalls and any other equipment or facilities necessary for you to access and use the ASVB Value Calculator.

4.2 You agree that you will not engage in any activity that directly or indirectly interferes with or disrupts any of the ASVB Value Calculator or its services.

4.3 If you are using the ASVB Value Calculator on behalf of another person (for example, your employer) you must be authorised by that person to use the ASVB Value Calculator, and you confirm that you enter into these Terms on behalf of that person.

## **5. ASVB Value Calculator content provided by us**

5.1 The information on this ASVB Value Calculator provided by and on behalf of us or any of our Representatives is provided for your general information only, does not take into account your business requirements and does not constitute advice. You should never use or act on this information without first seeking proper information and advice from qualified legal, financial or other advisors in relation to your particular circumstances.

5.2 Whilst the information on the ASVB Value Calculator provided by and on behalf of us has been prepared with all reasonable care from sources that we consider to be reliable, to the fullest extent permitted by any applicable laws, we take no responsibility and will not be held liable for any errors, omissions or misstatements in the information.

5.3 We may at any time at our absolute discretion without giving prior notice to you delete, alter or move content on the ASVB Value Calculator or otherwise upgrade the ASVB Value Calculator. The ASVB Value Calculator may be temporarily unavailable to access during the completion of any upgrades. Whilst we seek to maintain accurate and up-to-date information and minimise the time the ASVB Value Calculator is unavailable for use, we do not warrant that the information is or will be error-free or up-to-date or that the ASVB Value Calculator will be available at a given time.

## **6. ASVB Value Calculator content provided by you on other conditions of use**

6.1 You are solely responsible for any values that are not Primary Benefit Values or Secondary Benefit Values that you submit to the ASVB Value Calculator. We will not be held liable for any loss or liability arising from your disclosure of confidential information on the ASVB Value Calculator.

6.2 You must not submit any content or use the ASVB Value Calculator to create content that:

- a. is or could reasonably be expected to be offensive or otherwise unlawful, including material that is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, sexual orientation, age or any mental or physical impairment in breach of applicable laws, or links to any such materials;
- b. is or contains pirated software or links to such software;
- c. is or contains hackers programs, archives for such programs or links to such programs;

- d. is or contains links to a warez site;
- e. may reasonably, in our sole discretion, be considered discriminatory;
- f. infringes or otherwise violates any Intellectual Property Rights (which now exists or may in the future exist), publicity right or proprietary right of any party;
- g. is proprietary to a third party, without such third party's prior written consent; or
- h. is illegal, false, inaccurate, misleading, deceptive, fraudulent or likely to be so or that otherwise does not comply with any applicable laws from time to time in force.

6.3 You must not use the ASVB Value Calculator to:

- a. conduct or transact any business of an illegal nature or assist another to do so;
- b. operate any IRC or IRC bots;
- c. send any unsolicited emails or otherwise infringe any applicable laws in relation to spamming, including the Australian *Spam Act 2003* (Cth);
- d. store, use or sell email lists or bulk email software;
- e. run any background running programs for the ASVB Value Calculator unless first agreed in writing with us;
- f. attempt to undermine or cause harm to the ASVB Value Calculator, the ASVB Value Calculator's hosting provider or any customer of the ASVB Value Calculator's hosting provider.

6.4 You understand and agree that we reserve the right to review, edit and delete any content in whole or in part that, in our sole discretion of:

- a. violates any of these Terms;
- b. is offensive, illegal, discriminatory, harassing, bullying, violent, sexually inappropriate or defamatory; or
- c. may harm, violate the rights of or threaten the safety of any user of the ASVB Value Calculator, and/or any other individual or entity.

6.5 With respect to any content submitted by you for use on the ASVB Value Calculator, you retain any of your ownership rights in any Intellectual Property Rights and warrant to us that you have obtained the consent of the owner of the Intellectual Property Rights in any of the content to enable us to publish the content on the ASVB Value Calculator and to receive the following licences.

6.6 To the extent that you submit any content to the ASVB Value Calculator, you hereby grant us a non-exclusive, irrevocable, royalty-free, perpetual, fully paid up, and fully assignable or sub-licensable licence to use, reproduce, adapt, modify, translate, publish, distribute and display any content in whole or in part through the world in any media either by or on behalf of us or any of our licensees or assignees from time to time.

**7. Use of the ASVB Value Calculator by Licensed Users**

- 7.1 If you are a Licensed User:
- a. If you represent that you are acting as the authorised agent of a company or organisation, and you warrant that you have the authority to bind that entity to these Terms;
  - b. you may use your username and password to access the ASVB Value Calculator;
  - c. you agree and understand that you are responsible for maintaining the security and confidentiality of your password;
  - d. you agree and acknowledge that you will be solely responsible for all activities by authorised users that occur under your username or account;
  - e. if you become aware of or suspect any unauthorised use of your username, password or account, you must notify us immediately; and
  - f. you agree to assist us in making appropriate security checks where reasonably required to verify account-related instructions, requests and activities.
- 7.2 If your password becomes known by an unauthorised person as a result of your act, omission or your failure to comply with these Terms, you will be liable for all unauthorised use of the ASVB Value Calculator or your account, whether such use occurs before or after you notify us.
- 7.3 You authorise us to act on any instruction we receive which is given using your username or through your account. This applies whether or not the instructions were actually given by you. We may, but are not required to, enquire about or attempt to verify the authenticity of any request, or refuse to act on any instruction or request if in our opinion this is justified.

## **8. No warranty**

Excepting the warranties and guarantees that cannot be excluded under the Australian Consumer Law, we exclude, and you agree that we have not made any warranty regarding the ASVB Value Calculator, their characteristics or fitness for any particular process.

## **9. Indemnity**

You will, to the maximum extent permitted by the law, at all times and from time to time indemnify, and keep indemnified, us and our directors, officers, agents, subcontractors and employees (together the "**Indemnified Party**") harmless from and against all liabilities, losses, damages, costs or expenses directly or indirectly incurred or suffered by the Indemnified Party, and from and against all actions, proceedings, claims or demands made against the Indemnified Party as a result of:

- (a) your use of the ASVB Value Calculator;
- (b) your provision of incorrect information to us; or
- (c) any breach of these Terms.

## **10. Disclaimer**

10.1 Except in relation to liability for personal injury (including sickness and death), and except as otherwise stipulated in these Terms, we will not accept liability to you in respect of any loss or damage (including indirect, special, or consequential loss or damage) which may be suffered or incurred by you or which may arise directly or indirectly in respect of:

- (a) your use of the ASVB Value Calculator;
- (b) any loss arising out of your use of, reliance on or failure to act, on any information contained on or accessed through the ASVB Value Calculator;
- (c) errors, mistakes or omissions on the ASVB Value Calculator; and/or
- (d) any failure or omission on our part to comply with our obligations as set out in the Terms.

10.2 This disclaimer does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

## **11. Specific Warnings**

11.1 We do not accept responsibility for:

- a. any use of the ASVB Value Calculator which is illegal or prohibited by laws which apply to you;
- b. any interference or damage to your own computer which arises in connection with your use of the ASVB Value Calculator;
- c. losses you may sustain due to unauthorised access to or alteration of your transmissions or data or of information contained on your computer or other device or on the ASVB Value Calculator; or
- d. malfunctions to computers, hardware or software, or for other errors, failures, or delays in computer transmissions or network connections or for lost, late, mutilated, illegible, incomplete or misdirected information.

## **12. Restricted Use**

12.1 You may not interrupt or attempt to interrupt the operation of the ASVB Value Calculator in any way, or use the ASVB Value Calculator in a manner that adversely affects the availability of its resources to others.

12.2 You may not use the ASVB Value Calculator for any illegal purpose or in any manner that is inconsistent with the Terms.

## **13. Protection of information**

- 13.1 When capturing customer data, it is passed through a secure server using encryption technology to ensure that your information is being protected when being sent over the Internet.
- 13.2 The ASVB Value Calculator has security measures in place to avoid the loss, misuse and alteration of information under our control. We will protect any information we have concerning you in the same manner as we protect all our other confidential information.

#### **14. Intellectual property**

- 14.1 Copyright in the ASVB Value Calculator (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under the *Copyright Act 1968* (Cth), and except as expressly authorised by the Terms, you may not in any form or by any means:
- (a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the ASVB Value Calculator; or
  - (b) commercialise any information (including but not limited to images, text, videos or sound recordings) or services obtained from any part of the ASVB Value Calculator,
- without our prior written permission.
- 14.2 Other than as permitted under the Licence, you may not use of any trade marks appearing on the ASVB Value Calculator, without the written permission of the trade mark owner.

#### **15. Termination**

- 15.1 These Terms are effective unless and until terminated by either you or us. You may terminate these Terms by notifying us that you no longer wish to use the ASVB Value Calculator, or when you cease using the same.
- 15.2 We may terminate this agreement at any time without notice to you for any breach or suspected breach of these Terms or Licence, and you will remain liable for all amounts due up to and including the date of termination. We may deny you access to the ASVB Value Calculator following termination.
- 15.3 The obligations and liabilities of the parties incurred prior to termination date shall survive the termination of this agreement.

#### **16. General**

- 16.1 All prices on the website are quoted in Australian Dollars and exclude GST.

- 16.2 These Terms are governed by the laws in force in the State of New South Wales, Australia. You agree to submit to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.
- 16.3 If by reason of any fact, circumstance, matter or thing beyond our reasonable control, including but not limited to lockout or other interference with work, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, governmental or quasi-governmental restraint, unavailability or delay in availability of equipment or transport, we are unable to perform any obligation under this agreement, we are relieved of that obligation to the extent that we are so unable to perform and are not to be liable to you in respect of such inability.
- 16.4 If any of the Terms are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.
- 16.5 Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.
- 16.6 Any questions about the Terms should be sent to us at [info@asvb.com.au](mailto:info@asvb.com.au).

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