



Website and WAFSAC Terms and Conditions

You must accept these terms of use (“Agreement”) before using the services offered by the Indigenous Education Foundation (“IEF”). The said services include the iefprograms.org website and domain name, and any other features, content, or applications offered from time to time by IEF in connection therewith including the feature documentary “As Worlds Divide” in video and any other format (collectively, “website”) which are owned and operated by IEF. This Agreement sets forth the legally binding Terms and Conditions for your use of the website. you agree to be bound by this Agreement and [IEF’s website content policy](#) posted on the website, which is incorporated herein by this reference.

You may request a copy of this Agreement or inquire regarding this Agreement by emailing us at: admin@iefprograms.org

1. Modifications of this Agreement

IEF reserves the right, in its sole discretion, to modify this Agreement at any time by posting a notice on the website, or by sending you a notice via email to the email address you have registered with the website. You shall be responsible for reviewing and becoming familiar with any such modifications. Such modifications are effective upon first posting or notification, and use of the website by you following such posting or notification constitutes your acceptance of the Terms and Conditions of this Agreement as modified. You agree to review this Agreement and the website regularly to ensure that you are updated as to any changes. This Agreement, together with IEF’s privacy policy and any modifications of this Agreement shall constitute the entire Agreement between you and IEF concerning the website.

2. Website access

Subject to your compliance on a continuing basis with all of the Terms and Conditions of this Agreement, IEF hereby grants you non-exclusive permission to use the website only as set forth in this Agreement, and provided that:

- i. (i) You do not copy or distribute any part of the website in any medium without IEF’s prior written authorization;
- ii. (ii) You not alter or modify any part of the website other than as expressly authorized and then only for such express purpose;
- iii. (iii) You not circumvent, disable, violate or attempt to violate, or otherwise interfere with the security or integrity of the website, the proper operation of the website, the features that prevent or restrict use or copying of any content (as the term is defined

below) or enforce limitations on use of the website or the content therein, or interfere with any activity being conducted on the website; and

- i. (iv) You not decompile, disassemble or reverse engineer any of the software comprising or in any way making up part of the website.

3. Intellectual property rights

The content on the website, including without limitation, the text, software, scripts, graphics, files, images, photos, sounds, music, videos, interactive features and the like (collectively “content”) and the designs, artistic works, trademarks, service marks and logos contained therein (“marks”), are owned by or licensed to IEF, subject to copyright and other intellectual property rights under Australian and foreign laws and international conventions. IEF reserves all rights not expressly granted in and to the website and the content. For clarity, as between you and IEF, you retain ownership of the user submissions that you create. You agree to not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any other purposes whatsoever any content, including, but not limited to, image, audio, and visual content, marks, third party user submissions, or other proprietary rights not owned by you,

- i. (i) Without the express prior written consent of the respective owners, or
- ii. (ii) In any way that violates any right of any third party.

If you download or print a copy of the content for personal use, you must retain all copyright and other proprietary notices contained therein.

4. Term

This Agreement shall remain in full force and effect at all times while you use the website.

5. Fees; store; screenings

5.1 Certain services and features of the website are made available in exchange by donation or purchase. IEF may request donation for some of the website’s services in its sole discretion. We do not provide refunds or credits for any partially used content, product or service.

5.2 You may purchase products and services directly from IEF on the website. Product and service descriptions and specifications are subject to change. Product and service descriptions, prices and other information on the website may contain typographical errors or may be incorrect, incomplete or not current. IEF periodically adds, updates and corrects the information in the website without notice.

5.3 IEF is not responsible, nor provide a refund, for any goods or products that are purchased by you via our website that are lost, stolen or damaged in the post. It is the

purchaser's responsibility to request and pay additional costs associated with postage tracking and/or insurance.

5.4 Users of the website may organize screenings of the feature documentary "As Worlds Divide," subject to the IEF's **Screening Terms and Conditions**, which are outlined below.

6. Emails

You agree that the email addresses that you provide to IEF as users of the website will be stored by IEF so that these details, your name and contact details may be added to IEF's user database. IEF does not sell these email addresses or use them to send any other communication besides newsletters and updates on IEF's activities to users.

If you have utilized a promotional code ("promo code") in purchasing "As Worlds Divide", you agree to receive marketing news, information and offers from the company or business whose promotional code you specifically submitted at the time of purchase.

7. Third-party websites

The website may contain links to third party websites that are not owned or controlled by IEF. When you access third-party websites, you do so at your own risk. IEF has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of, or opinions expressed in any third-party websites or third-party content. In addition, IEF will not and cannot monitor, verify, censor or edit the content of any third-party website. By using the website, you expressly relieve IEF from any and all liability arising from your use of any third party website.

8. Indemnity

You agree to release, defend, indemnify and hold harmless IEF and its officers, directors, employees, volunteers and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, demands, and expenses (including but not limited to, attorneys' fees) arising from:

- i. (i) Your use of and access to the website including any content that you post thereon (including that you hereby immediately assign any and all intellectual property rights you have in any Content that you post on the website to IEF);
- i. (ii) Your violation of any term of this Agreement or of your representations and warranties set forth herein;
- ii. (iii) Your violation of any third party right, including without limitation any copyright, personal, property, or privacy right; or
- iii. (iv) Any claim that one of your user submissions caused damage to any third party.

9. Eligibility

By using the website, you represent and warrant that:

- i. (i) All details you submit to IEF are accurate and truthful;
- ii. (ii) You will maintain the accuracy of such information;
- iii. (iii) You are 18 years of age or older (if you are agreeing to these Terms and Conditions on behalf of a minor, you certify to IEF that you are such minor's legal guardian);
- iv. (iv) Your use of the website does not violate any applicable law or regulation.

10. Limitation of liability

In no event shall IEF, its suppliers, or their respective officers, directors, employees, volunteers, or agents, be liable to you or any third party for any indirect, incidental, special, punitive, or consequential damages whatsoever, including lost profits, whether based on warranty, contract, tort, or any other legal theory, and whether or not IEF is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. Subject to the foregoing, IEF's liability to you for any reason, will be limited to the amount paid, if any, by you to IEF for services in connection with the website.

You specifically acknowledge that IEF shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests solely and entirely with you.

11. Assignment

You may not transfer or assign this Agreement or any rights and licenses granted hereunder without IEF's prior written consent. IEF may freely transfer, assign, or delegate this Agreement, and any of its rights or obligations hereunder.

Terms and Conditions: Film download, screening and screening kit

Key definitions:

The film

"As Worlds Divide" is owned exclusively by IEF and is subject to copyright.

Screening

"Screening" refers to any public or private arrangement to view or show the film.

Screening kit

"Screening kit" includes any visual or audio materials or content provided by IEF related to the film or screening.

Please read carefully the following Terms and Conditions. The Terms and Conditions reference and incorporate the Indigenous Education Foundation Limited (IEF) and any applicable Agreement between you and IEF.

Any screening of the documentary feature “As Worlds Divide” (“the film”) is subject to your compliance with the Agreement. The Terms and Conditions may have changed since your last screening. By downloading the film or signing up or registering to host a screening of the film you indicate your acceptance of this Agreement. If you do not accept the Agreement, you may not download or host a screening of the film or use the screening kit.

License

Subject to the Terms and Conditions and Agreement, payment of the applicable fee, IEF grants you a limited, revocable, non-transferable, non-exclusive, non-sublicensable license to publicly perform the film and to reproduce the materials provided by IEF in connection with the screening (including the screening kit) specifically excluding any theatrical distribution or uploading of the film to any public online movie hosting or streaming platforms such as Youtube or Vimeo. You agree to host the screening:

- i. (i) In a manner that does not reflect poorly on IEF or the film, and
- ii. (ii) In compliance with all applicable laws, regulations and local ordinances.

Except for the limited rights granted herein, as between the parties, IEF shall retain all rights, title and interests in and to the film and the screening kit. If IEF determines in its sole discretion that the screening may open you or IEF to any liability, IEF may immediately terminate your rights hereunder upon written notice to you and you shall cancel the screening. IEF’s sole liability to you for such cancellation shall be to refund any fee paid by you hereunder, provided that if such cancellation is due to your negligence, willful misconduct or breach of this Agreement, you shall not be entitled to any refund. If you have any questions, please contact admin@iefprograms.org

Restrictions

Without in any way limiting the restrictions set forth in the Terms and Conditions, you may not:

- i. (i) Modify, alter or excerpt the film or the screening kit in any way nor remove or obscure any copyright notices, or
- ii. (ii) Use any IEF trademarks or logos in connection with any third-party material nor represent that any such third-party material originates from or is authorized by IEF. Use of any IEF trademarks or logos and any associated goodwill shall inure solely to IEF or its licensors, as applicable. You will not represent or imply that you are IEF, an agent of IEF, or a part of IEF.

By downloading the film, you agree that you do not have ownership of the film and have no right to upload the film to the Internet, nor distribute the film freely.

Indemnity

You shall indemnify and hold IEF, its directors, officers, agents, employees, volunteers and licensors, harmless from and against any liabilities, costs, damages and expenses (including, without limitation, reasonable attorneys' fees) arising from a third-party claim that is based on a screening, your negligence or wilful misconduct in connection therewith, or your breach of the Agreement or Terms and Conditions.

Limitation of liability

In no event will IEF or its directors, officers, employees, volunteers, agents or licensors be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, arising under any legal or equitable theory in connection with a screening, even if IEF is aware or has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, IEF's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid by you to IEF for the screening. You acknowledge that if no amount is paid to IEF for the screening, you shall be limited to injunctive relief only, unless otherwise permitted by law, and shall not be entitled to damages of any kind from IEF, regardless of the cause of action.

Certain state laws do not allow the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above exclusions or limitations may not apply to you, and you may have additional rights.

Miscellaneous

You shall not transfer, assign, sublicense nor pledge in any manner whatsoever, any of your rights or obligations under the screening Terms and Conditions. Any such attempted transfers, assignments, sublicenses or pledges shall be void and without effect. Nothing herein shall be deemed to create an agency, partnership, joint venture, or employee/employer relationship. You shall not act as an agent, partner, joint venturer, volunteer or employee of IEF and shall not bind nor attempt to bind IEF to any contract. The Agreement is the entire Agreement between you and IEF with respect to the subject matter hereof and shall not be modified except by a new posting or notification by IEF as described in the Agreement. Such modifications shall supersede all prior Agreements between you and IEF.

VERSION	LAST REVISED	APPROVED BY	NEXT REVISION
1.1	Dec-17	IEF Board	Dec-18