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# Terms & Conditions

## STUDENT VOLUNTEER ARMY APP

Please read these terms and conditions carefully as they apply to your use of the App and any Volunteering Activity you sign up for and/or participate in. By registering for an Account and/or accessing and using the App, you agree to be bound by these Terms.

### 1. DEFINITIONS

“Account” means any account you have established to access and use the App;

“App” means the Student Volunteer Army application owned, licenced and/or operated by us and/or any third parties on our behalf, whether currently existing or developed in the future;

“Community Organisation” means a person who organises or otherwise provides a Volunteering Activity;

“Intellectual Property Rights” means all intellectual and industrial property rights conferred by law;

“person” includes a body corporate and vice versa;

“Terms” means these terms and conditions as replaced or amended from time to time by us;

“Volunteer” means a person who has created an Account;

“Volunteering Activity” means any volunteering role which you sign up for and/or participate in, and includes any activities which are incidental to or related to the volunteering role (including, without limitation, social events or functions); and

“we”, “us” or “our” means Student Volunteer Army Charitable Trust and our successors and assigns.

### 2. YOUR ACCOUNT

1. Eligibility: In order to access and use the App you must first register for an Account. To be eligible to register for an Account, you must:

1. provide full, honest, accurate and complete information;
2. be willing to undergo reference checks, legal checks, police checks and all other checks as may be required by us from time to time; and
3. be accepted by us as a Volunteer (in our discretion).

2. Account information: You are responsible for keeping your Account information, including login information such as your email address and password, secret and secure. Without limiting the foregoing, you agree that you will not:

1. disclose your Account information to any third party;
2. permit any other person to access or use your Account; or
3. access or use any other person’s Account,

without our express written consent. We will not be responsible or liable for the security of Account information, or for any unauthorised access or use of any Account.

### 3. THE APP AND YOU

1. Use of the App: You may use the App:

1. to view and sign up for a Volunteering Activity;
2. to record any Volunteering Activity you have completed;

3. to form volunteering groups and/or teams;
  4. to download a record of your volunteering entries; and
  5. for any other purpose permitted by us from time to time.
2. Your responsibilities: As a Volunteer, you must:
1. ensure that all information you provide on the App, to us or to any Community Organisation is accurate, complete and not misleading;
  2. comply with all of our instructions as well as the instructions of any Community Organisation (where applicable); and
  3. comply with all applicable laws and regulations.
3. Your Restrictions: You must not:
1. take any action that could compromise the use, security or normal operation of the App by you or any third parties;
  2. alter, reproduce, modify or copy the App in any way; and
  3. do or omit to do anything when using the App or participating in any Volunteering Activity which is illegal, fraudulent, defamatory or objectionable, or which could bring our reputation into disrepute.

#### **4. WHAT WE DON'T DO**

1. Verify accuracy: We do not verify or guarantee the accuracy of any information or statements made by, or any claimed credentials, qualifications, experience or skill level of any Volunteer or Community Organisation.
2. Perform background checks: We do not carry out background or criminal checks or any other form of vetting of Community Organisations.
3. Provide any endorsement: We do not endorse any Volunteering Activity advertised on, or organised through, the App, nor do we endorse any Community Organisation. Any links on the App to websites or contact information are provided for convenience only, and do not represent any endorsement by us or any other person of the products or services offered by the website owner or other person.
4. Provide any warranties: We give no warranties as to the performance, reliability or availability of the App at any time, and we take no responsibility for any loss incurred as a result of the App being unavailable. To the fullest extent permitted by law, all express and implied warranties in relation to the App are expressly excluded.
5. Accepting volunteering help: We do not guarantee that any Volunteer who applies to perform any Volunteering Activity will have their assistance accepted.
6. Assist with disputes: You are responsible for any relationship you enter with another Volunteer or Community Organisation arising directly or indirectly from your use of the App. Because we are not involved in such relationships, we will not assist in disputes between you and another Volunteer or any Community Organisation.

#### **5. RELATIONSHIP AND HEALTH AND SAFETY**

If you sign up to, and/or participate in any Volunteering Activity, you acknowledge and agree that:

4. you do so in your personal capacity and not as our representative, nor as a representative of your school or tertiary institution (where applicable) or of any employer;
5. you do so in reliance on your own judgment; and

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6. you will co-operate, consult and co-ordinate with the relevant Community Organisation and any other PCBU (as that term is defined in the Health and Safety at Work Act 2015) to ensure, to the extent reasonably practicable, the health and safety of yourself and all other persons involved in the Volunteering Activity. To the maximum extent permitted by law, you are responsible for and must comply with your health and safety obligations at law.

## 6. FEEDBACK, REPORTING AND CONTENT

1. Feedback: As a Volunteer, you may be asked to provide feedback on the App, any Community Organisation you have helped or any Volunteering Activity you have performed. You may be asked to provide feedback in person, via email, via push notifications and/or via the App.

2. Content of feedback: Any feedback you provide must be fair and accurate, and not contain defamatory, derogatory, offensive or inappropriate comments or language. We may remove any feedback which we consider does not comply with this clause 6.2.

3. Reporting misconduct: If during your interactions with any other Volunteer or Community Organisation, you feel that someone has acted inappropriately, you should report that to us through one of the following mechanisms:

1. the App;
2. by emailing us at [hello@sva.org.nz](mailto:hello@sva.org.nz);
3. via our website [www.sva.org.nz](http://www.sva.org.nz); or
4. by phoning 0800 005 902.

We take allegations of inappropriate behaviour seriously, however we can only investigate this if you report it to us.

4. Adding content: If you add any content (including text and images) to the App you agree that:

1. you have the legal right to use that content, and that the use of that content will not breach any person's Intellectual Property Rights;
2. you will not add any content which we might consider to be offensive, harmful, inaccurate or inappropriate; and
3. to the best of your knowledge, the content does not contain any viruses.

5. Licence to use content: By adding content to the App, but subject to our privacy policy, you grant us a non-exclusive, transferable, royalty-free, perpetual, worldwide and irrevocable licence to use that content for the purposes for which the App exists.

## 7. PRIVACY

You agree that our privacy policy (as may be updated from time to time) governs our collection, use and disclosure of your personal information. Our privacy policy can be viewed on our website [www.service.sva.org.nz](http://www.service.sva.org.nz).

## 8. RISK AND LIABILITY

1. Your risk: If you sign up for an Account, use the App or participate in any Volunteering Activity, you do so at your own risk. In particular, you acknowledge and agree that some Volunteering Activities carry inherent risks, and that we are in no way responsible nor liable for any damage or harm that occurs should you choose to participate in any Volunteering Activity.

2. Your liability: You are solely liable for all activity that takes place on the App in your name, even if

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you comply with these Terms and do not participate in or condone the activity. You agree that you will not attempt to impose any liability on or seek any legal remedy from us with respect to your acts and omissions, or the acts and omissions of any third party, whether in relation to the App or any Volunteering Activity.

3. Our liability: We will not be liable to you for any losses, costs, damages, expenses or liabilities of whatever nature and howsoever arising in relation to the App or any Volunteering Activity, unless they arise as a direct result of:

1. any material breach of these Terms by us; or
2. any gross negligence, wilful default, fraud or dishonesty on our part.

4. No indirect or consequential loss: We will not be liable to you for any indirect loss or any consequential loss arising out of you accessing or using the App, or signing up for (and/or participating in) any Volunteering Activity.

5. Indemnity: To the maximum extent permitted by law, you indemnify us for any loss we incur as a result of your use of the App or your breach of these Terms.

## 9. SUSPENSION/CANCELLATION OF ACCESS TO THE APP

1. We may limit, suspend or cancel: We may at any time in our discretion and without liability to you, with or without cause and with or without prior notice, decide to limit, suspend or cancel:

1. your Account;
2. your access to the App; and/or
3. your involvement in our organisation.

2. Consequences of suspension/cancellation: If we exercise our discretion under clause 9.1, any or all of the following can occur with or without prior notice or explanation to you:

1. all rights and licences granted to you in respect of the App will cease, and you must immediately stop using the App;
2. any pending or accepted Volunteering Activity to be performed by you will be immediately terminated (and we may communicate this to other Volunteers or Community Organisations); and
3. you will not be entitled to any compensation as a result of the relevant suspension or cancellation.

3. Cancellation by you: You may cancel your Account at any time by sending us an email at [hello@sva.org.nz](mailto:hello@sva.org.nz). If you wish to create a new Account you will need to do so in accordance with these Terms.

## 10. GENERAL TERMS

1. Amendments: We reserve the right to make changes to these Terms from time to time. Any such changes will take effect from the date they are made available to you on the App. By continuing to use the App after such a change, you agree to comply with, and be bound by, the amended Terms. If you do not agree to any such change, you must stop using the App immediately.

2. Invalidity: Each of these Terms is separately binding. If any provision of these Terms is or becomes invalid or unenforceable, the remaining provisions will continue to be valid and enforceable, and the offending provision deemed to be amended to the minimum extent required by law to be valid and binding.

3. No waiver: Any failure by us to enforce any provision of these Terms does not constitute a waiver

of that provision

4. Entire agreement: These Terms constitute the entire agreement between the parties relating to their subject matter.

5. Governing Law: These Terms are governed by New Zealand law, and you submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute that may arise.