

Website Terms of Use

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WELCOME TO HUMANITIX!

Hi, we are Humanitix, the charity bringing people together to inspire and invest in humanity. We exist to help the physically disabled community and to normalize the lives of physically disabled persons by facilitating access to social events and educating the public. We also help disadvantaged children by using 100% of our booking fee profits to close the education gap.

Our not-for-profit ticketing platform is the way we achieve our mission of assisting the physically disabled community by providing tools for inclusion at events of all shapes and sizes, whether that is a workshop, gala, conference, school production, gig, fundraiser or festival. We're grateful you're here!

(Please note that these are our Website Terms of Use. If you are an Event Organiser or Attendee please take note of our [Organiser Terms of Use](#) and [Attendee Terms of Use](#).)

First Things First

What You'll Find In These Terms:

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You are reading these Website Terms of Use (**Terms**) because you are using a Humanitix website, console, digital experience, social media platform, mobile scanning app (collectively, our **Websites**). For easy reference, **Humanitix** means (Humanitix means Humanitix Limited

ABN 32 618 780 439 in Australia, Humanitix New Zealand Charitable Trust NZBN 9429047170568 in New Zealand, and Humanitix USA Limited Registration Number 36-4956766 in the United States), and we may also refer to Humanitix as “**Us**” “**Our**” or “**We**” throughout this document.

These Terms, together with our [Privacy and Cookie Policy](#) and [Community Guidelines](#), explain all the terms and conditions that apply to your access and use of our Websites. Please read these Terms carefully. We’re in the business of changing the world and these Terms help us protect all that hard work, and protect everyone who uses the Websites. By using, browsing or otherwise accessing our Websites, you agree these Terms form a legally binding contract between you and Us.

If you have purchased a ticket to attend an event through our website (**Attendee**) the [Attendee Terms](#) apply. If you are an event organiser using our websites to create and host an event (**Event Organiser**) the [Event Organiser Terms](#) apply.

If you do not agree to our Terms, you should stop using our Websites immediately.

1. How To Read Our Terms

Here are some extra definitions to help you navigate these Terms with ease:

Applicable Laws means all acts of the Relevant Jurisdiction and all orders, by-laws and regulations in any way governing or affecting your use of our Websites including, without limitation, any such act, by-law, order, rule, regulation or other lawful requirement relating to your use of our Websites.

Attendee means a Person that purchases tickets through our Websites;

Attendee Terms means the [terms and conditions](#) from time to time between Us and people who purchase tickets through the Websites.

Event means a scheduled and ticketed event created by an Event Organiser and offered through the Websites;

Event Organiser (also referred to as **Organiser**) means an event creator using the Websites to create, list, or promote events for Attendees using the Websites;

Intellectual Property Rights means any and all intellectual and industrial property rights throughout the world including but not limited to rights in respect of, or in connection with patent, copyright (including future copyright and rights in the nature of copyright), trademark, trade name, service mark, service name, brand mark, brand name, logo, domain name, technological innovation, computer software, know how, event listing, customer and supplier information, database, designs and any confidential information, whether or not existing now and whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all renewals and extensions.

Organiser Terms means the [terms and conditions](#) from time to time between Us and people who organise events through the Websites.

Person means any individual, company, trust, entity, partnership, joint venture, association, corporation, body corporate or governmental agency (and people means the same in plural).

Personal Information has the meaning given in our [Privacy and Cookie Policy](#).

Privacy and Cookie Policy means our [Privacy and Cookie Policy](#) as amended from time to time.

Relevant Jurisdiction means, depending on your location, Australia, New Zealand or the United States (and, in that case, specifically the state of Colorado), as explained in more detail in Section 13.

Site Content means the material, including without limitation information, data, text, editorial content, design elements, look and feel, formatting, graphics, images, photographs, videos, music, sounds, and any other content contained in or delivered via the Websites or otherwise made available by Humanitix in connection with the Websites;

Third Party Content means websites, platforms, content, products, services and information of other parties including content provided to us by linking to sites owned by other parties.

Trademark and Copyright Policy means our Trademark and Copyright Policy as amended from time to time;

Websites have the meaning given in the introduction and includes any other websites owned or operated by us or our related entities, subdomains of such websites and all related top-level domains, mobile sites, apps, APIs and widgets or another part of our product or service including other software and content.

You means the person using, browsing or otherwise accessing any content or data on the Websites.

Your Content means any content that you contribute, provide, post, or make available using the Websites.

2. Humanitix Ground Rules

In using our Websites, there are a few key ground rules you must observe. In accessing or using our Website, you agree that you will not:

1. Use the Websites for any illegal purpose, or in violation of any law of any jurisdiction;
2. Violate or encourage others to violate the rights of any person;
3. Post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful, or otherwise inappropriate;
4. Use any software, automated device, robot, spider, scraper, or other process or means to access, retrieve, scrape or index the Websites or any content on the Websites without our express written consent;
5. Use any software, device, process or means to interfere or attempt to interfere with the proper working of the Websites;
6. Use or index any data or content on the Websites for purposes of competing with us in any manner without our express written consent;
7. Reproduce, adapt, distribute, translate, reverse engineer, create derivative works from, or publically display, trade or sell content from the Websites or exploit any content on the Websites in any way without our express written consent;
8. Infringe the intellectual property rights of any person;

9. Make unauthorised, false or fraudulent bookings or pose as any person or entity or attempt to solicit money, passwords or Personal Information from any person or any other fraudulent activity; or
10. Transmit or attempt to transmit any computer viruses, worms, defects, trojan horses, malware, ransomware, phishing behaviour or other items of a destructive nature or that could interfere with the normal operation of our Websites.

3. Access to Websites

Access to and use of our Websites is not guaranteed and may be restricted or blocked without prior notice for maintenance, operational or technical or other reasons.

We also reserve our right to exercise any means we consider necessary to prevent unauthorised access to or use of our Websites or if we reasonably believe you have breached any provision of these Terms.

To use the Websites you must be at least eighteen (18) years of age, and have not previously been suspended or removed from the Websites.

4. Intellectual Property and Confidential Information

The Websites are protected by applicable copyright and other Intellectual Property laws. Humanitix retains all Intellectual Property Rights worldwide to the software, technology, processes, materials, content and products on our Websites.

The material on our Websites is protected by copyright law. All trademarks and service marks on the Websites belong to Humanitix, except any third-party trademarks or service marks, which are the property of their respective owners. Our [Trademark and Copyright Policy](#) sets out the details.

You must not use, copy, monitor, modify, transmit, store, extract, reverse engineer, publish or distribute any material on or accessed via our Websites without our prior written consent.

We may restrict or block your access to and use of the Websites at any time if we reasonably believe that you may have breached any provision in these Terms.

Your Content.

Non-Infringement. You may not upload or distribute content on Humanitix that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements). Additionally, you may not do the following on the Humanitix Websites:

- Remove any copyright, trademark or other proprietary rights notice from the Websites or any material displayed by the Websites, or
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion or aspect of the Websites.

License. Humanitix does not make any claim to Your Content. However, you are solely responsible for Your Content. You hereby grant Humanitix a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable right and license to access, use, reproduce, transmit, adapt, modify, perform, display, distribute, translate, publish and create derivative works based on Your Content, in whole or in part, in any media, for the purpose of operating the Websites (including Humanitix's promotional and marketing Websites, which may include without limitation, promotion of your event on a third party website), and you hereby waive any and all moral right to use the name you submit with Your Content. Notwithstanding the foregoing, Humanitix does not claim, and you do not transfer, any ownership rights in any Your Content and nothing in these Terms will restrict any rights that you may have to use and exploit Your Content outside of the Websites.

Your Representations About Your Content. You represent and warrant that you have all the rights, power and authority necessary to grant the foregoing license, and that all Your Content (a) does not infringe, violate, misappropriate or otherwise conflict with the rights of any third party; (b) complies with all applicable local, state, provincial, national and other laws, rules and regulations; and (c) does not violate these Terms.

Additional Rules About Your Content. Your Content must be accurate and truthful. Humanitix reserves the right to remove Your Content from the Websites if Humanitix believes in its sole discretion that it violates these Terms, our [Community Guidelines](#), or for any other reason. Humanitix may use your name and logo (whether or not you have made it available through the Websites) for the purpose of identifying you as an existing or past customer of Humanitix both on the Websites and in marketing, advertising and promotional materials. We likewise may preserve Your Content and account information and may also disclose Your Content and account information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process; (b) respond to claims that any of Your Content violates the rights of third parties; (c) enforce or administer the Terms, including without limitation, these Terms; and/or (d) protect the rights, property and/or personal safety of Humanitix, its users and/or the public, including fraud prevention. You understand that the technical processing and transmission of the Websites, including Your Content, may involve transmissions over various networks and/or changes to conform and adapt to technical requirements of connecting networks or devices.

Digital Millennium Copyright Act. Where the United States is your Relevant Jurisdiction, if you are a copyright owner or an agent of a copyright owner and you believe that any content on the Sites infringes your copyrights, you may submit a notice pursuant to the Digital Millennium Copyright Act ("DMCA") by following the directions we provided in our Trademark and Copyright Policy.

5. Third Party Features

Links to Third Party Content through third party applications, integrations or websites may be available for use through our Websites, to enhance your experience with us! Third Party Content sits outside of our control so different terms and conditions apply (we are not

responsible for these applications, integrations and websites, their content or availability). For example, the Canva Button tool is provided to our customers through our partnership with Canva and is subject to Canva's terms of use.

You acknowledge and agree that Humanitix has not reviewed Third Party Content, and is not responsible for the legality, accuracy, or appropriateness of any such content, and shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any Third Party Content and/or any third party websites or services.

You can also create links back to reference our Websites. These links may not be displayed in any way that could damage our reputation or suggest a form of association or endorsement by us that doesn't exist. Just be aware we have the right to withdraw linking permission at any time for any reason.

6. Community Guidelines

While you are here, you must also follow our Community Guidelines. Humanitix is founded on four key values. We're here to create amazing experiences and change the world, this means bringing genuine curiosity and putting events first. This is a safe, inclusive place for everybody to participate in our mission and we expect you to respect our community, so the Community Guidelines are incorporated into these Terms.

7. Everything You Need To Know About Privacy

Our Privacy and Cookie Policy is incorporated into these Terms. Our Privacy and Cookie Policy sets out everything you need to know about our commitment to privacy, the information we collect, and how we use and protect it. Check out our [Privacy and Cookie Policy](#).

8. Disclaimer

We cannot guarantee access to our Websites. The Websites are provided "as is" and on an "as available" basis, without warranty or condition of any kind, either express or implied. Although we always seek to maintain safe, secure, accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to our Websites, and there may at times be inadvertent technical or factual errors or inaccuracies. To the fullest extent permitted by law (including consumer protection laws in each Relevant Jurisdiction), we exclude all representations and make no warranties (express or implied), conditions, undertakings or other terms, with respect to the availability of our Websites and functionality, disruptions, defects and technical errors that may occur from time to time and viruses and other damaging elements that may be present on our Websites. Humanitix specifically (but without limitation) disclaims (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. You assume all risk for any/all damages that may result from your use of or access to the Websites. We do not guarantee the accuracy of, and

disclaim all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through the Websites.

9. Limitation of Liability

You accept that our responsibility to you is limited. This means that subject to claims available under consumer protection laws, we are not liable (in negligence, tort, breach of contract, statute or otherwise) for any loss or damage (including any direct, indirect, special or consequential loss, or lost profits, business, value, revenue, goodwill or anticipated savings in any circumstances) arising out of or in connection with your use of (or inability to use) our Websites, any breach in security of your computer, mobile or other device or access to information held on your computer, mobile or other device by unauthorised third parties or your reliance on anything contained in or omitted from our Websites. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations may not apply to you.

10. Indemnification

You agree that you will be personally responsible for your use of the Websites and you agree to defend, indemnify and hold harmless Humanitix (including our applicable affiliates, officers, directors, agents, and employees), from and against any and all actions, liabilities, claims, costs, losses, damages, expenses and fines (including legal costs) arising out of or in any way related to (i) your access to, use of or alleged use of the Websites; (ii) your breach or non-observance of these Terms or any applicable law or regulation; (iii) your breach or alleged breach, or violation or alleged violation, of any third party right, including without limitation any Intellectual Property right, publicity, confidentiality, property or privacy right, or other proprietary rights or interests of third parties; or (iv) any disputes or issues between you and any third party.

You agree you must bring legal action or make a claim arising out of or related to your use of our Websites within one year from the cause of action arising. Humanitix reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

11. Termination

If you violate these Terms, your permission to use the Websites will automatically terminate. In addition, Humanitix in its sole discretion may suspend or terminate your user account and/or suspend or terminate some or all of your access to the Websites at any time, with or without notice to you. You may terminate your account at any time by contacting Humanitix using the contact information provided below. After your account is terminated, information and content previously provided by you will no longer be accessible through your account,

but Humanitix may continue to store such information and content, and it may also be stored by third parties to whom it has been transferred through your use of the Websites.

12. Modification of the Terms

We reserve the right at any time to modify these Terms and to impose new or additional terms or conditions on your use of the Websites. Such modifications and additional terms and conditions will be effective immediately upon notice and incorporated into these Terms. We will make reasonable efforts to notify you of any material changes to the Terms, including, but not limited to, by posting a notice to the Websites or by sending an email to any address you may have provided to us. Your continued use of the Websites following notice will be deemed acceptance of any modifications to the Terms.

13. Jurisdiction

Any dispute arising between the parties in connection with these Terms must be dealt with exclusively in the courts of the Relevant Jurisdiction. The following locations constitute the Relevant Jurisdiction governing our relationship:

If you are in the United States, these Terms are governed by the laws of the State of Colorado, without regard to its conflict of laws rules.

If you are in Australia, these Terms are governed exclusively by the laws of New South Wales, Australia.

If you are in New Zealand, these Terms are governed exclusively by the laws of New Zealand.

If the Organiser is located outside of the United States, New Zealand, or Australia, whether U.S., Australian, or New Zealand currency is used to transact and process ticket sales will determine the Relevant Jurisdiction.

Notice to California Residents. Under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.

14. General

- Modification of the Websites. We reserve the right to modify or discontinue, temporarily or permanently, some or all of the Websites at any time without any notice or further obligation to you. You agree that Humanitix will not be liable to you or to any third party for any modification, suspension, or discontinuance of any of the Websites.
- Entire Agreement. These Terms, together with the [Privacy and Cookie Policy](#) and [Community Guidelines](#), constitute the entire and exclusive understanding and

agreement between you and Humanitix regarding your use of and access to the Websites and may only be amended by a written agreement signed by authorized representatives of the parties.

- No Waiver. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- Paragraph Headers. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.
- Severability. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

15. Contact & Customer Support

We put the Human in ticketing and we love to talk to you! To find out more about Humanitix, our Terms, our philanthropic model, any of our amazing features or if you need a helping hand, we'd love to hear from you! Just [contact us here](#) or get in touch with our delightful customer success team through our online Live Chat by clicking the widget on our Websites for a super speedy response.

If your query is privacy related, you can [contact us here](#) or via Live Chat.