

## My World Vision App - End user licence agreement (EULA)

This End User Licence Agreement (**EULA**) is an agreement between you and World Vision Australia ABN 28 004 778 081 (**WVA**) in respect of your use of the My World Vision App (**App**). By downloading the App, you agree to be bound by these terms which governs all uses of the App.

### 1 Licence

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WVA grants you a revocable, non-exclusive, non-transferable, limited licence to download, install, and use the App on a device that you own or control strictly in accordance with this EULA and, for Apple branded devices, as permitted by the Usage Rules in the [Apple Media Services Terms and Conditions](#).

### 2 Age Restriction

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You must be at least eighteen (18) years of age before you can download this App. By downloading and using the App, you warrant that you are at least 18 years of age.

### 3 User Accounts

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As a user of the App, you may be asked to register an account with WVA (**App account**) and provide personal information such as contact details. You agree to:

- (a) provide information that is accurate, complete, and current at all times, and update this information immediately if it changes.
- (b) be responsible for safeguarding the details you use to log into the App, and for all activities or actions that occur in your App account.
- (c) not to disclose your App login and password to any third party.
- (d) notify WVA immediately if you think there are possible security issues relating to your App account so any concerns can be addressed accordingly.

### 4 Privacy

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Collection of your personal information from your use of the App is covered by our [Privacy Policy](#).

### 5 Content and behaviour

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You are responsible for how you choose to use the App and the content you submit in the App. You agree to adhere to the following WVA requirements.

#### 5.1 Prohibited behaviour

You must not engage in any prohibited behaviour which includes any of the following:

- (a) impersonating another person, including logging into an account which you are not authorised to access, or using or attempting to use another person's user account without authorisation;
- (b) any unlawful acts, including engaging in harassing, threatening, intimidating, predatory or stalking conduct hacking or interfering with the App in any way, or infecting the App with any viruses, malware, spyware, or other malicious software;
- (c) submitting inappropriate content as described in clause 5.2(b) below.

#### 5.2 Content

- (a) World Vision reviews content (including communications) submitted via the App between supporters and sponsored children for appropriateness. Appropriate content demonstrates respect for children, and includes discussing everyday life such as work, pets and hobbies and asking your child about their school, family and interests.
- (b) You must not communicate inappropriate content includes any of the following:
  - (i) sharing your personal contact details, or asking your sponsored child for their or their family member's personal contact details;
  - (ii) communication of a sexual or grooming nature;
  - (iii) use of language that causes shame or humiliation, or is belittling or degrading;
  - (iv) defamatory or offensive content;
  - (v) content that infringes upon the Intellectual Property Rights of other parties;

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- (vi) promising money, gifts, or travel;
- (vii) photographs or images that are inappropriate in nature; or
- (viii) content that exploits or harms children in any way.

### **6 Termination**

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This EULA continues to be effective until terminated by you or WVA. WVA may immediately terminate this EULA and/or your App account at any time, if (i) WVA considers you have breached any provision of this EULA (ii) termination of this EULA is required by law, or (iii) WVA provision of the App has ceased.

You may terminate this EULA at any time by deleting the App. You may terminate your App account by notifying WVA on the contact details located on our website or via your App Account settings.

Upon termination of this EULA or your App account, your right to use the App will cease immediately.

### **7 Maintenance and Support**

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WVA may deploy changes, updates, or enhancements to the App at any time. WVA is solely responsible for providing support and updates for the App. For Apple branded devices, both parties acknowledge that Apple has no obligation to furnish any maintenance and support services with respect to the App.

### **8 Intellectual Property**

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- (a) WVA holds the intellectual property rights (i) to distribute the App on the Apple Store and Google Play and (ii) in content published in the App. This EULA does not grant you any intellectual property rights in the App or any App content. You agree that you will not use WVA's trademarks or logos without our consent.
- (b) In the event of any third party claim that the App or your possession and use of the App infringes the third party's intellectual property rights, WVA (not Apple) will be responsible for the investigation, defence, settlement, and discharge of any such infringement claim, unless the third party claim has arisen from your use of the App in contravention of this EULA.
- (c) During your use of the App, you must not utilise content in a way that infringes the intellectual property rights of any third party. You must obtain the consent of the owner of the relevant intellectual property rights in respect of the content you intend to use. You acknowledge that WVA is not liable to you or to any third party for your breach of this clause.

### **9 Third Parties**

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The App may enable access to third party services. You agree to comply with the applicable terms of any third party agreement when using any third party services through the App. For Apple devices, Apple Inc and Apple's subsidiaries are third party beneficiaries of this EULA, and on your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against you as a third party beneficiary thereof.

### **10 Links to Other Websites**

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The App may contain links to third party websites or services that are not owned or controlled by WVA. WVA assumes no responsibility for the content, privacy policies, or practices of any third party websites. You agree that WVA shall not be responsible for any damage or loss caused in connection with the use of any such content, goods or services available through such websites.

### **11 Changes to this EULA**

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WVA reserves the right to modify or replace this EULA at any time. By continuing to use the App after revisions, you agree to the revised terms

## 12 Warranty and liability

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- (a) Without limiting warranties imposed by Australian law, the App and any associated services are provided by WVA on an 'as is' and 'as available basis' without any warranty, condition or representation of any kind unless expressly set out in this EULA.
- (b) The App is only available for supported devices and might not work on every device. Determining device compatibility is your responsibility, and downloading the App is done at your own risk. WVA does not guarantee compatibility or functionality on your device.
- (c) For Apple branded devices, in the event of WVA's failure to confirm to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App.
- (d) Except to the extent required by law, WVA will not be liable to you for any loss or damages resulting from your use of the App, including:
  - (i) loss or damage to user-submitted content (eg, data loss, unsaved changes, deletion);
  - (ii) malfunctions due to misuse, abuse, or alteration by you or third parties;
  - (iii) problems caused by electrical or internet outages, improper installation, or third-party damage.
- (e) WVA is responsible for addressing any claims from you or any third party relating to the App or your possession and/or use of the App, including, but not limited to product liability claims, any claim that the App fails to conform to any applicable legal requirement including consumer protection, privacy, or similar.
- (f) You agree to indemnify WVA and hold WVA harmless against legal claims and demands that may arise from your misuse of the App in a manner that contravenes this terms of the EULA.

## 13 General

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### 13.1 Severability

If any provision of this EULA is unenforceable or invalid the remaining provisions will continue in full force and effect.

### 13.2 Waiver

Except as provided herein, the failure to exercise a right or require performance of an obligation under this EULA won't affect a party's ability to exercise that right or require performance later. Waiving a breach doesn't constitute a waiver of subsequent breaches.

### 13.3 US prohibited locations and parties

You represent and warrant that you are not located in a country (i) that is subject to a United States Government embargo, or that is on Title 15, Part 740 Supplement I Country Group E of the United States Code of Federal Regulations (ii) that has been designated by the United States Government as a "terrorist supporting" country; and (iii) you are not listed on any United States Government list of prohibited or restricted parties. You agree not to transport the App to or use the App in any such country.

### 13.4 Governing Law

The laws of Victoria, Australia, govern this EULA. Both parties submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

### 13.5 How to Contact Us

If you have any questions or concerns regarding this EULA, please contact WVA by email at [service@worldvision.com.au](mailto:service@worldvision.com.au), by phone at 13 32 40, or by mail at 1 Vision Drive, Burwood East, Victoria 3151.