Australian Catholics Subscription Terms and Conditions

Society of Jesus in Victoria (ABN: 88 447 370 208) trading as Jesuit Communications("**Jescom**") publishes Australian Catholics magazine.

Jescom offers different types of subscriptions to Australian Catholics including Print Subscriptions to either the Schools or Parish editions of the magazine and Digital Subscriptions to AC+ Digital Religious Education and Liturgy Resources, the agreements for which are all called **"Subscriptions"** and are covered by these Terms and Conditions.

In these Terms and Conditions:

"Society of Jesus in Victoria", "Jesuit Communications", "Jescom", "we" or "us" means Society of Jesus in Victoria trading as Jesuit Communications, of 20 The Vaucluse Richmond Victoria 3121 (ABN: 88 447 370 208)

"Subscriber", "Customer" or "You" means a subscriber to Australian Catholics (whether print or digital), including to a Print Subscription or a Subscription to Australian Catholics AC+ Digital Resources.

PART A - SPECIFIC SUBSCRIPTION TERMS

The terms and conditions in this Part A (Specific Subscription Terms) relating to your choice of Subscription (Either a Print Subscription to Australian Catholics magazine or a Digital Subscription to the AC+ Database of Digital Religious Education, Formation and Liturgy Resources) apply to your Subscription in addition to the terms and conditions set out in Part B (General Subscription Terms).

PRINT SUBSCRIPTION

A "Print Subscription" means a subscription, be it a bulk or individual subscription, taken up directly with Jescom for Australian Catholics Magazine for either the Parish or Schools edition of the Magazine for delivery to your nominated address.

1. SUBSCRIPTION TERM, DELIVERY AREAS AND PUBLICATION FREQUENCY

1.1 Your Print Subscription is an ongoing Subscription. The initial Subscription term is agreed and documented as part of the order process. The Subscription thereafter automatically renews at the start of the calendar year and operates on an annual Subscription term invoiced and paid for annually in advance at the start of the calendar year.

1.2 Print Subscriptions are available worldwide but are subject to delivery capability.

1.3 Your print subscription will commence with the next print edition of Australian Catholics following the placement of your order

1.4 The Print editions of Australian Catholics are published quarterly.

1.5 You may cancel your Print Subscription by providing at least 30 days' notice, in writing, to Jescom.

2. PRICE

2.1 The Price of a Print Subscription is available <u>here</u>. Discounted pricing on bulk orders (100 + copies) for schools, parishes and dioceses is available. The total price of bulk orders is agreed and documented during the order process.

2.2 Prices quoted for Individual Subscriptions (1-19 copies) are <u>inclusive</u> of GST and delivery fees within Australia.

2.3 Prices of Bulk Subscriptions (20-86 copies) are exclusive of GST and delivery fees.

2.4 Prices for Bulk Subscriptions (87-99 copies) are grossed-up to the 100 copy price and are <u>exclusive</u> of GST and <u>inclusive</u> of delivery fees within Australia.

2.5 Prices quoted for Bulk Subscriptions (100+ copies) are <u>exclusive</u> of GST and <u>inclusive</u> of delivery fees within Australia.

2.6 You acknowledge that Subscription prices may be changed by Jescom from time to time. These will be notified in or with the edition of Australian Catholics preceding the price change, giving you an opportunity to cancel it if you do not wish to pay the new price.

2.4 You are responsible for payment for your Print Subscription.

2.5 Full payment must be made by the due date and is payable by cheque or EFT. Subscriptions to Australian Catholics renew automatically and remain valid until Your Subscription has been cancelled in accordance with clause 1.5 of these Print Subscription Terms and Conditions. Jescom will continue to deliver your selected publication and you will be charged for all magazines you receive until you notify Jescom to stop delivery. Your subscription may be suspended if payment is not received by the invoice payment due date and you will be required to pay for all copies received until the date of suspension.

2.6 If you cancel your Subscription, you may, at our discretion, receive a pro-rata refund for the outstanding portion of your current Print Subscription for which payment has already been made.

3. MANAGING AND CHANGING YOUR SUBSCRIPTION

3.1 You can change your Print Subscription delivery details by giving Jescom at least 30 business days' notice.

3.2 To temporarily suspend your Print Subscription, You will need to contact Jescom and tell us the date from which You want to suspend your Print Subscription, and also the date that you would like your Subscription to restart. You will need to submit your request at least 30 days before the date from which you wish to suspend your Subscription. Your Print Subscription can be temporarily suspended for a maximum of 90 days on each occasion. The equivalent dollar value of the days for which your Print Subscription is temporarily suspended will be credited to your Print Subscription.

3.3 When You suspend your Print Subscription we may ask You if you would instead like to redirect your subscription, if you are temporarily visiting another location in Jescom's existing delivery network. You will need to give 30 business days' written notice of your request for redirection. In this instance, you will continue to be billed as normal.

4. COPYRIGHT

4.1 ALL material including, but not limited to articles, information, data, photographs and artists illustrations contained within our publications (whether print or digital) is subject to Australian and international copyright laws. Subject to the provisions of such laws you must not copy, reproduce, re-broadcast or re-transmit any material contained within, whether in whole or in part, by any means or attempt to deal in infringing copies taken from this site.

4.2 Your Subscription is for personal or educational, non-commercial use. You may make only one copy (whether a digital or hard copy) of Jescom material for the purpose of personal and private use only. Any display or copying for commercial purposes, for distribution to third parties or other manner of use of Jescom material is expressly forbidden without prior written permission of Jescom.

4.3 Application for the use of published material from Australian Catholics should be made to the Editor: <u>editor@australiancatholics.com.au</u>.

DIGITAL SUBSCRIPTION

"Digital Subscription" means a subscription to the AC+ Database of Digital Religious Education, Formation and Liturgy Resources (AC+) taken up directly with Jescom. It includes:

- 1. access to resources on AC+ including copies of all feature articles in the current Schools and Parish editions of the Australian Catholics print magazine, and
- 2. an agreed number of print copies of Australian Catholics magazine for up to half the enrolment at Your school in the case of a school Subscription, or, in the case of a diocesan Subscription, an agreed number of print copies for up to half the enrolment across all schools administered by the Catholic Education Office purchasing the Subscription.

1. SUBSCRIPTION TERM AND PUBLICATION FREQUENCY

1.1 Your Digital Subscription is an ongoing Subscription which you pay for by annual invoice payments billed at the start of the calendar year and the subscription term commences at the start of each calendar year.

1.2 Digital Resources are uploaded to AC+ on a rolling basis throughout the year.

1.3 You may cancel your Digital Subscription at any time by providing at least 90 days written notice to Jescom.

2. CONDITIONS OF USE

2.1 To activate and use your Digital Subscription, you must first register by contacting Jescom to arrange registration.

2.2 Digital Subscriptions are valid in Australia and New Zealand.

2.3 If you experience technical problems accessing your Digital Subscription, it is Your responsibility to notify Jescom to receive assistance.

3. COPYRIGHT

3.1 ALL material including, but not limited to articles, information, data, photographs and artists illustrations contained within our publications (whether print or digital) is subject to Australian and international copyright laws.

3.2 Your Digital Subscription includes a licence to reproduce and use the content included in your Digital Subscription for education, liturgy and formation purposes within the community covered by Your Digital Subscription. The scope of this community will be identified and documented as part of the order process.

3.3 Subject clauses 3.1 and 3.2 above, you must not copy, reproduce, re-broadcast or retransmit any material contained within, whether in whole or in part, by any means or attempt to deal in infringing copies taken from this site.

3.4 Your Digital Subscription is for non-commercial use. Subject to clauses 3.1 and 3.2 above, You may distribute copies of content from AC+ for education, formation and liturgical use only. Any display or copying for commercial purposes, for distribution to third parties or other manner of use of Jescom material is expressly forbidden without prior written permission of Jescom.

3.5 Application for the use of content should be made to the Editor of Australian Catholics: <u>editor@australiancatholics.com.au</u>.

4. PRICE

4.1 The price of your Digital Subscription depends on the number of students enrolled at your school, or, for a Subscription taken out by a diocesan Catholic Education Office for every school in its diocese (a Diocesan Subscription), the number of students enrolled at all schools administered by that Catholic Education Office. The total price will be made clear to you and documented during the order process.

4.2 Prices quoted for Digital Subscriptions are exclusive of GST.

4.3 You acknowledge that Digital Subscription prices may be changed by Jescom from time to time by giving You at least 30 days' notice in advance. We will always inform you in advance of any increase in the price of your Subscription and offer you an opportunity to cancel it if you do not wish to pay the new price.

4.4 You are responsible for payment for your Digital Subscription and any use of your Digital Subscription using your Digital Subscription login details.

4.5 Digital Subscriptions cannot be temporarily suspended nor redirected to a different user.

4.6 Your Digital Subscription includes print copies of the Schools edition of Australian Catholics magazine for up to half the students enrolled in your school or, in the case of a Diocesan Subscription, for up to half the students enrolled at schools administered by the Diocesan Catholic Education Office. The precise number of printed copies and where they are to be delivered will be documented and agreed during the order process.

4.7 If you cancel your Subscription, you may, at our discretion, receive a pro-rata refund for the outstanding portion of your current Digital Subscription for which payment has already been made.

PART B - GENERAL SUBSCRIPTION TERMS

These General Terms apply to all Subscriptions, in addition to the relevant specific terms according to the particular Subscription you are purchasing (as set out in Part A).

You must provide us with accurate and complete information when you purchase your Subscription. You are entirely responsible for all activities that occur through your login details, and you agree to immediately notify us in the event you become aware of any unauthorised use or breach of security.

1. RIGHT TO VARY PRODUCTS AND SERVICES

1.1 We reserve the right to modify the content inclusions, type and availability of product at any time. In the event your subscription package changes so as to substantially affect the product, you will be given 30 days' notice. Your subscription will continue unless you notify us that you wish to suspend, cancel or redirect your subscription in accordance with the terms above.

1.2 We reserve the right to offer free trial access to our subscriber content for a limited period of time.

2. YOUR PRIVACY

2.1 Jescom collects your personal information for the purposes set out in the <u>Jescom Privacy</u> <u>Policy</u> and handles your personal information and other data in accordance with that policy.

2.2 By entering into a Subscription you consent to:

(a) Jescom from time to time using your personal information for the purpose of sending you information regarding products and services available through Jescom and its business partners. (We will always provide you with the ability to opt out of those communications);

(b) Jescom using cookies and other technologies to improve and personalise your experience by identifying and displaying content which may be of interest to you, referring you to products and services that may be of benefit or interest to you and displaying targeted advertising based on those interests. (There is further information about the use of cookies in our Privacy Policy);

(c) Jescom using measurement software which will allow users to contribute to Audience Audit and market research or audience ratings services.

3. DISCLAIMERS

3.1 You agree that Jescom is not liable for any consequences that may arise as a result of errors or incorrect information in the contact or delivery information You provide to Us. If You change your email address or any other relevant details or do not receive your Subscription, You should notify Jescom by calling the Jescom.

3.2 To the extent permitted by law, Jescom is not liable to You for any loss or damage incurred by You in connection with your Subscription, whether direct, consequential, special, indirect or other loss or damage.

3.3 You acknowledge that while Jescom and all contributors to Australian Catholics and AC+ endeavour to ensure that the material contained within Australian Catholics and AC+ are accurate and up-to-date, Jescom and its contributors accept no responsibility for any error or omission in relation to any material contained within them.

3.4 Jescom makes no warranty or representation as to any material contained within Australian Catholics or AC+ (whether print or digital). All implied warranties and conditions are excluded, except those that by operation of law cannot be excluded.

3.5 Jescom does not warrant or represent that Australian Catholics and AC+ (whether print or digital) will be available at all times. Jescom accepts no liability for any loss or damage suffered by you if for any reason access to Australian Catholics or AC+ is not available.

4. GIFT SUBSCRIPTIONS

4.1 Jescom allows Subscriptions to be purchased as gifts. The person responsible for payments and fees is the person who initially purchased the gift Subscription and only that person may receive any refunds or other payments that may be due in respect of the gift Subscription. Apart from that, these Subscription Terms will apply to the beneficiary of any gift Subscription, who may therefore use your Subscription only in accordance with these Terms, and all references to "your" or "you" (other than in relation to renewal, payment, fees, refunds and cancellations) shall be read as references to the beneficiary of the gift Subscription.

5. TRADEMARKS

5.1 You may not use any trademark, name, get up or other indicia appearing within our publications (whether print or digital), whether in whole or in part, by any means or for any purpose without the permission of the owner. Jescom accepts no responsibility for the use of any trademark, name, get up or other indicia by any person displaying material within our publications (whether print or digital). Liability for such use is hereby excluded. Any person using a trade mark, name, get up or other indicia within our publications (whether print or digital).

digital) agrees to indemnify Jescom for any claim by any third party against Jescom in relation to such use.

6. FURTHER RIGHTS AND OBLIGATIONS

6.1 You acknowledge that these Subscription Terms and Conditions may be modified by Jescom from time to time, and agree that You are responsible for regularly reviewing these Subscription Terms and Conditions and your continued use of the subscription constitutes your acceptance of any such modifications.

6.2 You will be notified of any changes to these Subscription Terms and Conditions by Jescom on the Australian Catholics website.

6.3 Jescom reserves the right to suspend or cancel your Subscription at any time in its absolute discretion, provided that Jescom gives You notice of such suspension or cancellation. In the event that Jescom cancels your Subscription, you will receive a pro-rata refund for the outstanding portion of your Subscription.

7. JURSIDICTION

7.1 These Subscription Terms and Conditions are governed by the Laws of Victoria and, where appropriate the laws of the Commonwealth of Australia. Your purchase of a Subscription is subject to this governing law and you agree to submit to the nonexclusive jurisdiction of the Courts of Victoria in relation to any dispute arising out of these Subscription Terms and the material contained within Australian Catholics or AC+ (whether print or digital). You agree that you will not at any time claim that Victoria is not a convenient forum in relation to a dispute.

8. Notice

8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to:

Jesuit Communications PO Box 553, Richmond, VIC 3121

8.2 You acknowledge that the email address and postal address You have provided in your Subscription are correct and that We are entitled to rely on that for providing any notice under the Subscription.

Dated: 29 July 2020