

Last updated: 1 June 2026

Welcome! These Terms & Donor Policy explain how you can use our website and how we manage donations. By using this website or making a donation, you agree to these terms.

Contents

1.	Who we are and how to contact us	1
2.	By using our Site you accept these terms	1
3.	We may make changes to these Terms	1
4.	We may suspend or withdraw our Site	1
5.	Eligibility to use our Site	1
6.	How you may use material on our Site	1
7.	Do not rely on information on this Site	2
8.	We are not responsible for websites we link to	2
9.	Limitation of liability	2
10.	We are not responsible for viruses	3
11.	Australian law applies to disputes	3
12.	Prohibited uses	3
13.	Donations	4
14.	Other terms and conditions	4

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

- Who we are and how to contact us

www.isaraelephant.org is a website (Site) operated by Isara Elephants Foundation Limited ABN 85 605 951 433 (we, us and our).
To contact us, please email info@isaraelephant.org.
- By using our Site you accept these terms

By using our Site, you confirm that you accept these terms and conditions of use (Terms) and that you agree to comply with them. If you do not agree to these Terms, you must not use our Site.
- We may make changes to these Terms

We may amend these Terms from time to time. Every time you wish to use our Site, you agree to the Terms as amended. Please check these Terms to ensure you understand the terms of your use of the Site that apply at that time.

These Terms were most recently updated on 1 June 2026.
- We may suspend or withdraw our Site

Our Site is made available free of charge.

We do not guarantee that our Site, or any content on it, will always be available, uninterrupted or be error-free. You acknowledge that we may suspend, withdraw or restrict the availability of all or any part of our Site for any reason.

You are responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.
- Eligibility to use our Site

We do not represent that content available on or through our Site is appropriate for use or available in your location. You ask our Site at your risk and you are responsible for compliance with laws applicable to your accessing the Site from your location.
- How you may use material on our Site

We are the owner or the licensee of all intellectual property rights in our Site, and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.

You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or any third party licensor.

If you print off, copy, download, share or repost any part of our Site in breach of these Terms, your right to use our Site will cease immediately and you must, if directed by us in our absolute discretion, return or destroy any copies of the materials you have made.

You must not delete or alter any copyright, trade mark or other proprietary rights notices from copies of materials from this Site.

7. Do not rely on information on this Site

This Site is provided on an "as is" and "as available" basis, and we make no representations or warranties, express or implied, regarding the operation or availability of the Site.

The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up-to-date.

8. We are not responsible for websites we link to

Where our Site contains links to other sites (including banner advertisements and sponsored links) and resources provided by third parties (Third Party Links). Third Party Links are provided for your information only. Third Party Links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of Third Party Links, and you access any Third Party Link entirely at your own risk and subject to the terms and conditions of the Third Party Link.

9. Limitation of liability

In no event will we, our affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, arising out of or in connection with your use, or inability to use, our Site, any Third Party Link, any content on our Site or such other websites or any services or items obtained through our Site or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Nothing in this clause affects any liability which cannot be excluded or limited under applicable law. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. Where our liability cannot be excluded, we limit our liability to the fullest extent permitted by Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.

You agree to defend, indemnify and hold us, our affiliates, licensors and service providers, and each of their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these terms or your use of the Site, including your use of any information obtained from the Site and any use of the Site's content, services and products other than as expressly authorised in these Terms.

10. We are not responsible for viruses

We do not guarantee that our Site will be secure or free from bugs, viruses or any other type of malicious code or software.

You are responsible for configuring your technology to access our Site. You acknowledge that you will use your own antivirus software.

11. Australian law applies to disputes

These Terms, their subject matter and their formation, are governed by the laws of Western Australia. You and we both agree to submit to the exclusive jurisdiction of the courts of that state and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms and their subject matter.

12. Prohibited uses

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site:

- in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from other countries);
- for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation;
- to impersonate or attempt to impersonate us, any of our employees, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing); or
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site or expose them to liability.

Additionally, you agree not to:

- use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site;
- use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site;
- use any manual process to monitor or copy any of the material on the Site or for any other unauthorised purpose without our prior written consent;

- use any automatic or manual process to reverse engineer or decompile any part of the Site;
- use any device, software or routine that interferes with the proper working of the Site;
- introduce any viruses, trojan horses, worms, logic bombs, spyware, computer code, file, program or material which is malicious or technologically harmful;
- attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site;
- attack the Site via a denial-of-service attack or a distributed denial-of-service attack; or
- otherwise attempt to interfere with the proper working of the Site.

We may report any of the activities above to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

13. Donations

Donations are voluntary and will be applied to support our charitable purposes, including supporting elephants, caretakers, and community programs. We reserve the right to allocate funds as needed at our absolute discretion.

Donations are non-refundable unless required by law or in exceptional circumstances.

Receipts will be provided for all donations and include our ABN for tax purposes. Donations may be tax-deductible in Australia.

Donations can be made through our Site or via our official fundraising channels, including social media platforms, PayPal, or direct bank transfer. You may choose the amount and frequency.

If you opt for recurring donations, you authorise us to debit your nominated account or card at the agreed intervals until you cancel. You may cancel at any time by contacting us.

14. Other terms and conditions

Additional terms and conditions may also apply to specific portions, services or features of the Site. All such additional terms and conditions are incorporated by this reference into these Terms.