

GiveEasy Website Terms and Conditions

Welcome to the website of GiveEasy Pty Ltd (ACN 158 381 125) trading as GiveEasy ("**we**", "**us**", "**our**" or "**GiveEasy**"). GiveEasy operates a donation platform that facilitates the connection between Donors and GiveEasy Customers through donation pages.

Our website is located at <https://giveeasy.org> showcasing our offering, and includes all of the files located in those domains, underlying code elements or text, sounds, graphics, animated elements or any other content that enables GiveEasy Customers to create and manage live digital fundraising campaigns (collectively, the "**Platform**").

1. Acceptance of Terms and Conditions

- 1.1 By accessing this Platform and using the services offered through the Platform, including but not limited to:
- (a) accessing the Platform and/or creating an Account;
 - (b) creating and managing a Campaign;
 - (c) managing Donor relationships, including maintaining a Donor database (CRM) and Donor profiles;
 - (d) using the Platform's features and associated software, networks and processes (including the Subscription Services);
 - (e) placing an Order; and
 - (f) participating in GiveEasy's marketing and promotional communications;
- (collectively, the "**Services**"), you agree to be bound by these terms and conditions of use ("**Terms and Conditions**").

Use of Our Platform

- 1.2 Your use of this Platform is subject to these Terms and Conditions. The Terms and Conditions constitute a binding legal agreement between you and us, and your continued use of the Platform constitutes your acceptance and acknowledgement of these Terms and Conditions, our Privacy Policy and any other policy displayed on the Platform from time to time, all of which constitute a part of the Terms and Conditions. If you do not agree to the Terms and Conditions, you must not use the Platform.
- 1.3 Any time you visit the Platform or use any of the features on the Platform, you are taken to accept these Terms and Conditions.
- 1.4 We may amend or modify the Platform, the Services, the Terms and Conditions and/or the Privacy Policy, and any other policy displayed on the Platform from time

to time, at our sole discretion and at any time. Any amendments are effective immediately after publication on the Platform. Your continued use of the Platform indicates your continued acceptance of the Terms and Conditions as modified.

Donor Acknowledgment

- 1.5 These Terms and Conditions do not govern the relationship between GiveEasy Customers and Donors. By donating to a Campaign, Donors acknowledge and agree that if they are entering into a direct contractual relationship with a GiveEasy Customer, GiveEasy does not have any control or involvement whatsoever in that regard. Should a Donor have any query or concern regarding a donation or Campaign that is operated by a GiveEasy Customer, the Donor must contact the GiveEasy Customer directly, and GiveEasy bears no responsibility in respect to such donation or Campaign.

Requirements of GiveEasy Customers

- 1.6 By agreeing to these Terms and Conditions and using the Platform you must provide the following to GiveEasy:
- (a) certificate of registration or incorporation as a company or an incorporated association or ACN, as applicable; or ACN provided on registration form;
 - (b) endorsed as a Deductible Gift Recipient, a letter from the Australian Taxation Office advising of the endorsement of the GiveEasy Customer as an entity endorsed as a deductible gift recipient under Subdivision 30-BA of *the Income Tax Assessment Act 1997* (Cth) (a DGR), if applicable, or confirmation of DGR status on registration form;
 - (c) any Authority held by the GiveEasy Customer, under any of the fundraising statutes, and, if none is held, the reason why the GiveEasy Customer is not required to hold an Authority; and
 - (d) a draft of the Donee Information, to be completed on a registration form provided by GiveEasy.

GiveEasy Customer Information

- 1.7 You must ensure that the information posted on the Platform relating to the GiveEasy Customer ("**GiveEasy Customer Information**"):
- (a) is in a format designated by GiveEasy to enable publishing onto the Platform;
 - (b) does not infringe any third party intellectual property rights or other rights;
 - (c) does not breach any law, standard, content requirement or applicable law of conduct;

- (d) does not contain any prohibited content, as defined under the *Broadcasting Services Act 1992* (Cth); and
- (e) without limiting the generality of the above, is not likely to expose GiveEasy to the risk of any claim, legal or administrative action.

1.8 The GiveEasy Customer grants GiveEasy a non-exclusive, royalty-free, world-wide licence to use, copy, display, transmit, publish, reproduce, adapt and communicate to the public the GiveEasy Customer Information including using it by posting it on the Platform or in publicity, marketing or internal documents for GiveEasy.

Licence

1.9 GiveEasy grants you a non-exclusive, revocable and non-transferable licence to use the Platform and the Services contained therein, including to create Campaigns in accordance with these Terms and Conditions, and you must not engage in any Prohibited Conduct while using our Services. We reserve all of our rights not expressly granted under these Terms and Conditions.

Preconditions of Use

1.10 Access to and use of this Platform is subject to you being at least 18 years old and having the legal capacity to enter into binding contracts. If you are under 18 years of age, you cannot place Orders through this Platform without the consent of a parent or guardian, who must read (and shall be bound by) these Terms and Conditions and GiveEasy's Privacy Policy. Should GiveEasy suffer any damage or other losses as a result of a transaction entered into by a minor, we reserve the right to seek compensation for such Losses from the minor's parents or guardians. We may, in our sole discretion, refuse to offer our Services to any person or entity and we may change our eligibility criteria at any time. If the conditions of this clause 1.10 are not satisfied, you must cease using the Platform immediately.

2. Definitions and Interpretation

Definitions

2.1 The following definitions apply in this Terms and Conditions unless the context requires otherwise:

Account means an account created by GiveEasy Customers, as required by GiveEasy from time to time.

Administration Fee means the fee charged by GiveEasy to Existing Customers for the management of the GiveEasy Stripe Account as displayed at the pricing page on the Platform or in the applicable proposal, order form or service agreement on the Platform.



Authority means all necessary licences, consents, permissions, authorities, registrations and permits the GiveEasy Customer is required to have in order to request donations from the public and to authorise persons to conduct a fundraising appeal on behalf of the GiveEasy Customer and appoint GiveEasy as its agent for these purposes under these Terms and Conditions.

Business Day means any day other than a Saturday, Sunday or public holiday in Australia.

Campaign means a live digital fundraising campaign created by a GiveEasy Customer using the Services located on our Platform.

Claim means any claim, complaint, demand, proceeding, suit, litigation, action, cause of action or other legal recourse (whether in contract, tort, under statute or otherwise).

Deductible Gift Recipient means an organisation that can receive donations that are tax deductible.

Donation Form means the GiveEasy donation form to be completed by Donors via the Platform.

Donor means any individual, business or organisation of a GiveEasy Customer that makes an online donation to your Campaign via the Platform.

Donor Pays has the meaning prescribed in clause 5.8 of these Terms and Conditions.

Donor Pays Structure has the meaning prescribed in clause 5.8 of these Terms and Conditions.

Existing Customer means any existing GiveEasy Customers that have signed up to the Platform and have been using the Services provided via the Platform prior to [insert date].

GiveEasy means GiveEasy Pty Ltd (ACN 158 381 125) trading as GiveEasy and includes a Representative.

GiveEasy Customer (“you” / “your”) means any charity, not-for-profit, foundation, organisation or other user that uses GiveEasy’s Services or other offerings from time-to-time via the Platform, including for the purposes of setting up a live digital fundraising campaign, and includes any Existing Customer or New Customer.

GiveEasy Stripe Account means a Stripe account set up by Existing Customers and managed by GiveEasy on behalf of its Existing Customers.

Initial Donation has the meaning prescribed in clause 5.8 of these Terms and Conditions.

Loss means any loss, damage, debt, cost, charge, expense, fine, outgoing, penalty, diminution in value, deficiency or other liability of any kind or character (including legal and



other professional fees and expenses on a full indemnity basis) that a party pays, suffers or incurs or is liable for, including all:

- (a) liabilities on account of tax;
- (b) interest and other amounts payable to third parties;
- (c) legal and other professional fees and expenses (on a full indemnity basis) and other costs incurred in connection with investigating, defending or settling any Claim, whether or not resulting in any liability; and
- (d) all amounts paid in settlement of any Claim,

and “**Losses**” shall have the same meaning.

New Customer means any new GiveEasy Customer that agrees to enter into these Terms and Conditions with GiveEasy and to use the Services as provided via the Platform.

New Stripe Account means a new Stripe account set up and managed by New Customers or Existing Customers (as the case may be) for the purposes of receiving donations from Donors in respect to your Campaigns.

Order or **Orders** means any purchase made by a GiveEasy Customer via the Platform.

PayPal means PayPal Australia Pty Limited (ABN 93 111 195 389), being an online third-party payment gateway that may be used by a GiveEasy Customer to receive donations in respect to its Campaigns.

Personal Information means any information relating to an individual; who can be identified directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person or the equivalent or corresponding definition under any applicable Privacy Legislation.

Privacy Legislation means the Privacy Act 1988 (Cth) and any applicable analogous legislation in any other jurisdiction from time to time.

Platform has the meaning specified in the introductory paragraphs of these Terms and Conditions.

Privacy Policy means our privacy policy available on our website.

Prohibited Conduct means prohibited conduct as defined in Schedule 1.

Representative means a GiveEasy director, officer, contractor, employee, consultant, partner, agent, advisor or another affiliate.

Services Fees means the fees charged by GiveEasy for the provision of the Services as located at the pricing page on the Platform or in the applicable proposal, order form or service agreement on the Platform, or any other services fees as may otherwise be agreed between GiveEasy and the GiveEasy Customer in writing from time-to-time.

Stripe means Stripe Australia Pty Limited (ABN 93 111 195 389), being an online third-party payment gateway used for GiveEasy's billing purposes.

Transaction Fee Structure has the meaning prescribed in clause 5.7 of these Terms and Conditions.

Uploaded Content means any and all content, data and/or information that is submitted, posted or otherwise uploaded to the Platform, including but not limited to any descriptions, reviews, usage data, feedback, comments, chats, media, or any other information supplied to the GiveEasy Customer by a Donor for the purposes of creating a Campaign.

Warranties mean any warranties, conditions, terms, representations, statements and promises of whatever nature, whether express or implied.

We, us, or our means GiveEasy Pty Ltd and its related entities or body corporates.

You, you, or your means any GiveEasy Customer, person, corporation or other body corporate, partnership, trust or association and any governmental agency and that person's personal representatives, successors, permitted assigns, substitutes, executors and administrators who uses or accesses the Platform, including any User.

3. Restrictions on use

Prohibited conduct

3.1 Your use of this Platform is subject to the rules set out in Schedule 1 below.

Violations of these Terms and Conditions

3.2 Without limiting any other provisions of this clause, if you submit any Uploaded Content that we believe constitutes Prohibited Conduct or breaches the rules as set out in these Terms and Conditions and Schedule 1 hereto, then we may, in our sole discretion, take any legally available action that we deem appropriate. However, we are not obligated to take any action not required by law. We may, however, take any action we deem appropriate at our discretion to enforce these rules by limiting your access to the Platform or the Services until the Prohibited Conduct has been rectified or you have complied with the rules to our satisfaction. Failure by you to rectify any Prohibited Conduct or adhere to these Terms and Conditions may result in any of your Uploaded Content being removed from the Platform.

- 3.3 Without limiting any other remedies available to GiveEasy at law or in equity, GiveEasy reserves the right to, without notice:
- (a) temporarily or indefinitely suspend, or terminate, your access to this Platform or refuse to provide Services to you if:
 - (i) you breach any provision of these Terms and Conditions;
 - (ii) GiveEasy is unable to verify or authenticate any information that you provide to us; or
 - (iii) GiveEasy believes that your actions may cause damage and/or legal liability to GiveEasy, any of its other GiveEasy Customers or any other person; and
 - (b) remove or block access to any information and/or materials (in whole or in part) that GiveEasy, at its sole and absolute discretion, regards in any way to be objectionable or in violation of any applicable law, any person's intellectual property rights or these Terms and Conditions.

Indemnity

- 3.4 You indemnify and hold harmless GiveEasy, its Representatives from and against any Loss, liabilities, costs, expenses or damages (including actual, special, indirect and consequential Loss or damages of every kind and nature, including all legal fees on a solicitor-client basis) suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):
- (a) any material or information that you submit, post, transmit or otherwise make available through this Platform (including any Uploaded Content);
 - (b) your use of, or connection to, this Platform, the Services or any Campaign; or
 - (c) your negligence or misconduct, breach of these Terms and Conditions or violation of any law or the rights of any person.
- 3.5 This indemnification obligation will survive termination of the Terms and Conditions and any misuse of the Platform, the Services or any Campaign.

4. Registration and Account security

Requirement for registration

- 4.1 GiveEasy reserves the right to make any part of this Platform accessible only to GiveEasy Customers who have registered an Account. For the avoidance of doubt, this may include restricting the ability for GiveEasy Customers to place an Order for Services via our Platform without registering an Account with GiveEasy.

Username and password

- 4.2 Upon registration with this Platform, you are required to provide a username and password to access your Account. You are responsible for maintaining the security of your password for this Platform. GiveEasy will not be liable for any Loss or damage arising from or in connection with your failure to comply with this security obligation. You agree that GiveEasy will be entitled to assume that any person using this Platform with your username and password is you or your authorised representative.
- 4.3 You must notify GiveEasy immediately of any known or suspected unauthorised use of any password or any other breach of security.

User information

- 4.4 In order to register an Account with this Platform, you must agree to these Terms and Conditions and where we require from time to time, you must provide GiveEasy with:
- (a) your name and/or business/company name (including ABN/ACN);
 - (b) a valid email address;
 - (c) accurate billing and contact information (including your delivery address or principal place of business, and the name and telephone number of your authorised billing contact and administrator); and
 - (d) any other information that may be required by GiveEasy during the registration process.
- 4.5 You must promptly update the information as outlined in clause 4.4 above to maintain its accuracy at all times.
- 4.6 You represent and warrant to GiveEasy that all information provided to us by you, including the information provided by you as entered into your Account profile, is true and not misleading and does not violate any applicable law or regulation or any person's intellectual property or other rights.
- 4.7 By accessing our Platform, you represent and warrant that your use of the Platform is not in breach of any applicable laws.
- 4.8 The Platform may contain links to external websites. By accessing these external websites, you warrant that you will abide by the terms and conditions and privacy policies of such websites, and further acknowledge that GiveEasy is not responsible for the maintenance, content, or privacy practices associated with these external websites.
- 4.9 GiveEasy Customers must take their own precautions to ensure that their process for accessing the Platform does not expose themselves to any viruses, malicious

computer code or other forms of interference that may negatively impact your device. As a strict security measure, we advise that you logout of your Account after each use to avoid unauthorised use. GiveEasy shall bear no responsibility for any such damage that may be incurred in connection with your use of this Platform.

Multiple Accounts and automated Account opening

- 4.10 One person or entity may not maintain more than one Account with this Platform. Accounts registered by "bots" or other automated methods are not permitted.

Approval of registrations

- 4.11 GiveEasy reserves the right to accept or reject any application for registration of an Account with this Platform at its absolute discretion.

5. Services Fees and Payment Terms

- 5.1 In consideration of the Services offered by GiveEasy via our Platform, including the receipt of donations from Donors, we may charge a monthly Services Fee as displayed at the pricing page on the Platform or in the applicable proposal, order form or service agreement on our Platform. Our Services Fees may be amended from time to time in GiveEasy's absolute discretion upon providing the GiveEasy Customer with 30 notice. If you do not agree to the amendments to our Services Fees, you are entitled to terminate your relationship with GiveEasy in accordance with the termination provisions set out in clause 17 of these Terms and Conditions.

Offline Donations

- 5.2 If you are intending to use our Services to receive offline donations via telephone, email postal service or otherwise, or should you intend to receive donations via any social media created Campaigns, additional Services Fees may be charged as displayed on our Platform.

Service Fees – Existing Customers

- 5.3 For Existing Customers, you have the option of maintaining your existing GiveEasy Stripe Account, in which case, you acknowledge and agree that you will be charged an additional Administration Fee as set out at the pricing page on the Platform or in the applicable proposal, order form or service agreement on the Platform. For the avoidance of doubt, all fees associated with the management of the GiveEasy Stripe Account shall be paid by the Existing Customer to GiveEasy.
- 5.4 Alternatively, by selecting the checkbox located at during account setup or within the account settings section of the Platform on our Platform, you have the option to switch to a New Stripe Account that will be set up and managed by the Existing Customer. All costs associated with your New Stripe Account shall be borne solely



by the Existing Customer, and you agree to pay the Services Fees as set out on the Platform.

Service Fees – New Customers

- 5.5 For New Customers, you are required to set up a New Stripe Account and will be charged the Services Fees as located at the pricing page on the Platform or in the applicable proposal, order form or service agreement on the Platform.

Services Fees – Options

- 5.6 GiveEasy Customers have the option to receive donations and make payments to GiveEasy via either a Transaction Fee Structure or a Donor Pays Structure, as further set out below.

Transaction Fee Structure

- 5.7 Subject to clauses 5.3 to 5.5 above, if a GiveEasy Customer selects the Transaction Fee Structure by selecting the checkbox located at the pricing page on the Platform or in the applicable proposal, order form or service agreement on the Platform, the Services Fees charged to you will be calculated as a fixed percentage of each payment you receive for your Campaign and will be paid to GiveEasy by deducting the Services Fee from the relevant donation. The Services Fees in respect to the Transaction Fee Structure are located at the pricing page on the Platform or in the applicable proposal, order form or service agreement on the Platform, unless the parties otherwise agree in writing to amend the Services Fees.

Donor Pays Structure

- 5.8 If a GiveEasy Customer selects the Donor Pays Structure by selecting the checkbox located at the account payment setting page on the Platform, Donors shall be entitled to leave an optional Donor Pays (defined below) tip at their discretion. In order to facilitate this, Donors may, by completing our Donation Form, give:

- (a) an initial amount to support your Campaign (**Initial Donation**); and
- (b) an additional amount to cover the costs incurred by GiveEasy Customers for provision of the Services (**Donor Pays**).

- 5.9 For the avoidance of doubt, despite any Donor Pays fee, our Services Fee will be applied against the Initial Donation and charged as an amount that is due and payable to GiveEasy. The Services Fees for the Donor Pays Structure are located at the pricing page on the Platform or in the applicable proposal, order form or service agreement on the Platform. If a Donor does not opt for the Donor Pays option, no Services Fee is payable by you to GiveEasy in respect to the Initial Donation other



than any fees associated with the management of the GiveEasy Stripe Account (if applicable).

Currency

- 5.10 All prices listed on our Platform are in Australian Dollars (“**AUD**”) and are exclusive of GST. GiveEasy Customers will be charged in AUD regardless of the estimated price indicated on the Platform where you have chosen to display an alternate currency.
- 5.11 GiveEasy reserves the right to amend the prices of any of the Services listed on our Platform from time to time at our absolute discretion.
- 5.12 Once an Order has been placed via our Platform, and such Order has been accepted by us, the terms (including the price) of this purchase cannot be varied unless GiveEasy and the GiveEasy Customer come to an agreement in writing.

Payment Methods

- 5.13 We accept the following methods of payment: Visa, MasterCard and American Express. Please note that we may, in some cases, refuse to accept certain credit cards issued by banks outside of Australia.

Payment Facilities

- 5.14 All GiveEasy Customers are required to set up a New Stripe Account (or GiveEasy Stripe Account as the case may be for Existing Customers only) or PayPal Account in order to receive donations through your Campaigns. Your New Stripe Account (or GiveEasy Stripe Account as the case may be for Existing Customers only) or PayPal Account (or any other payment facility that may be agreed from time to time) must be linked to a bank account of a registered organisation and can not be linked to a personal bank account. If you intend to solicit donations in your personal capacity on behalf of an org organisation, you can not use your own personal bank account to receive donations.

Stripe

- 5.15 GiveEasy accepts Stripe, to receive donations in respect to your Campaigns. Payments made through Stripe are subject to Stripe’s own terms and conditions and privacy policy, links to which are provided from the Stripe checkout pages. For more information about Stripe, see the Stripe website <https://stripe.com/au>. Any New Stripe Account must be configured so that the Services Fees are automatically transferred to GiveEasy’s Stripe Account (details of which are as set out on the Platform) in order to satisfy your obligations to pay our Services Fee, unless otherwise agreed in writing between the parties acting reasonably. GiveEasy reserves the rights to provide you with a tax invoice for any Service Fees that are due and payable.

PayPal

- 5.16 Should a GiveEasy Customer elect to use PayPal to receive donations in respect to your Campaigns, you agree that payments made through PayPal are subject to PayPal's own terms and conditions and privacy policy, links to which are provided from the PayPalcheckout pages. For more information about PayPal, see the PayPal website (<http://www.paypal.com/au>). Any PayPal Account must be configured so that the Services Fees can be immediately deducted upon receipt of donations from your Donors . GiveEasy reserves the rights to provide you with a tax invoice for any Service Fees that are due and payable.
- 5.17 Unless you expressly consent otherwise, we do not see or have access to any Personal Information that you may provide to Stripe or PayPal, other than information that is required in order to process your Order and create your Account of the Platform (e.g., your name, email address and billing address).
- 5.18 GiveEasy may elect to use any other payment gateway from time to time in its absolute discretion.
- 5.19 Payments made through any Payment Gateway are subject to the Payment Gateway's own terms and conditions and privacy policy, in addition to these Terms and Conditions.
- 5.20 Payments for Services through the Platform will be processed immediately upon confirmation of your online Order.
- 5.21 GiveEasy does not accept any responsibility for any errors made by the Payment Gateway. By providing your credit card details, you confirm that you are authorised to use that payment method, and you authorise GiveEasy, through the Payment Gateway to charge your payment method for the total amount of your Order.

Security

- 5.22 While our Payment Gateway and Platform hosting providers employ secure technology for transactions with our GiveEasy Customers, we will not be responsible for any damages, including consequential Loss (whether direct or indirect), that may be suffered by a Customer whose credit card, email address or bank account information is used in a fraudulent or unauthorised manner by any person or entity other than GiveEasy.
- 5.23 GiveEasy may request further information from you, such as a copy of your credit card and/or other identification documentation, as part of our internal validation procedures. These procedures help protect bank and credit card account holders from online fraud.

- 5.24 Until your Order has passed our internal fraud prevention checks, your Order will remain on pending status. If further information is requested and you do not provide the requested information within such time as GiveEasy considers appropriate at its discretion, your Order will be cancelled and, if your payment has been received, it will be refunded back to you.

Refunds

- 5.25 In circumstances where a Donor requests a refund due to an error in the amount donated or where a duplicate donation is made, or for any other reason as may be reasonably determined by GiveEasy, you acknowledge and agree that you shall be solely responsible for such refund.
- 5.26 For Existing Customers that hold a GiveEasy Stripe Account, GiveEasy shall be entitled to deduct such refund and any associated Stripe fees from the existing Stripe balance that the GiveEasy Customer has at that time, or if there is no balance in the GiveEasy Customer's GiveEasy Stripe Account, GiveEasy may deduct such refund from the Existing Customer's credit card or bank account details it has on file.

6. Orders

Placing an Online Order

- 6.1 You may place an Order for the Services provided by GiveEasy by following the instructions on the Platform.
- 6.2 By placing an Order through this Platform, you make an irrevocable offer to us to purchase the Services offered on the Platform from time to time, that you have selected pursuant to these Terms and Conditions.
- 6.3 Information contained in this Platform constitutes an invitation to treat only. No information in this Platform constitutes an offer by us to supply any Services to you.

Acceptance of Orders

- 6.4 Acceptance of each Order will take place if or when GiveEasy notifies you in writing that your Order has been accepted, at the time at which such notification is sent by GiveEasy via email.
- 6.5 GiveEasy reserves the right at our discretion to:
- (a) at any time prior to your Order being accepted in accordance with these Terms and Conditions, cancel your order; and
 - (b) at any time:
 - (i) refuse to provide Services to you;

- (ii) terminate your access to this Platform; and/or
 - (iii) remove or edit any content on this Platform (including Uploaded Content).
- 6.6 GiveEasy's primary form of communication with GiveEasy Customers is via email. You acknowledge and agree that it is your sole responsibility to ensure that the correct contact details are entered when registering your Account and that the nominated email address is regularly checked for correspondence.
- 6.7 GiveEasy may require additional verifications or information before accepting any Order and reserves the right to restrict a Customer's access to all or part of the Platform until such details are verified.

7. GST

- 7.1 Unless otherwise expressly stated, all amounts payable through your use of this Platform are expressed to be exclusive of GST. For these purposes, the term "**GST**" has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

8. Intellectual property

Copyright

- 8.1 In these Terms and Conditions, the term "**Proprietary Content**" means:
 - (a) this Platform;
 - (b) all of its content (including all of the text, graphics, designs, software, data, sound, audio and video files, photographs, graphics and other information contained in this Platform or any GiveEasy marketing material, documentation, logos, taglines, slogans and the selection and arrangement thereof); and
 - (c) all software, systems and other information owned or used by GiveEasy in connection with the Services offered through this Platform (whether hosted on the same server as this Platform or otherwise).
- 8.2 All Proprietary Content is the property of GiveEasy or its licensors (as applicable) and is protected by Australian and international copyright laws. Subject to provisions of the *Copyright Act 1968* (Australia), you must not reproduce, transmit, republish or prepare derivative works from any of the Proprietary Content, except as expressly authorised by these Terms and Conditions or with the prior written consent of GiveEasy or other copyright owner (as applicable).
- 8.3 You may download and print out content from this Platform only for your own personal and non-commercial use and provided that you do not remove, modify,



reproduce, adapt, display or distribute any copyright, trade mark or other proprietary notices.

Trade marks and Branding

- 8.4 The look and feel of this Platform (including all button icons, scripts, custom graphics and headers) are the trade marks, service marks and/or trade dress of GiveEasy. These trade marks, trade secrets, service marks and trade dress may not be used, copied or imitated, in whole or in part, without the express prior written consent of GiveEasy or third party owner.
- 8.5 Unless otherwise agreed between the parties in writing, you are required to display the GiveEasy trade marks and/or logos provided to you by GiveEasy at the footer of each page of your Campaign. All GiveEasy logos and trade marks must be clearly visible and identifiable to the reasonable satisfaction of GiveEasy.

Uploaded Content

- 8.6 This Platform may from time to time contain some features that enable GiveEasy Customers to upload Uploaded Content (e.g., posting works to compile a portfolio on your Account, etc.). GiveEasy reserves the right to display, refuse to display, remove and/or amend all or any part of any Uploaded Content at its absolute discretion. In respect of any Uploaded Content that you may upload, you:
- (a) represent and warrant to GiveEasy that your sharing of that Uploaded Content does not infringe any copyright or other legal right of any other person or entity;
 - (b) grant to GiveEasy a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable and transferable license to use, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform and otherwise exploit all or any part of that Uploaded Content in any way at GiveEasy's absolute discretion; and
 - (c) agree that if we determine in our absolute discretion that the Uploaded Content is too voluminous, we may request that you decrease the volume of Uploaded Content or charge you an increased Services Fee if we deem necessary.
- 8.7 Where the Platform allows you to upload any Uploaded Content, you:
- (a) represent and warrant to us that you have all right, title, interest and authority in the Uploaded Content;
 - (b) represent and warrant to us that you have the permission to use the name and likeness of each person whose image appears in any Uploaded Content in the manner contemplated by these Terms and Conditions;

- (c) represent and warrant to us that the use or exploitation of any Uploaded Content will not infringe the rights of any third party (including, but are not limited to, intellectual property rights and privacy rights);
- (d) agree and undertake to pay all amounts which become owing to any person or entity (whether by way of royalty or otherwise) as a result of or in connection with your submission of the Uploaded Content to or via the Platform.
- (e) It is your responsibility to back up any Uploaded Content to your own systems.
We do not guarantee that the Platform will always be available at all times. We may intermittently back up your Uploaded Content from time to time, but do not guarantee that any backup will be made readily available to you. We do not assume any responsibility for completing a backup of your Uploaded Content or any content created by you during the course of creating a Campaign or your use of the Platform, and you agree that you are solely responsible for any such backup.
- (f) You agree that we can store Uploaded Content in our servers.
- (g) To the maximum extent permitted by law, you release us and indemnify us from any Claim or Loss in relation to Uploaded Content being stored in our servers.

Copyright claims

- 8.8 If you believe that our Platform contains any material that infringes upon any copyright that you hold or control, or that users or GiveEasy Customers are directed through a link on this Platform to a third-party website that you believe is infringing upon any copyright that you hold or control, you may send a notification of such alleged infringement to us in writing. Such notification should identify the works that are allegedly being infringed upon and the allegedly infringing material and give particulars of the alleged infringement. In response to such a notification, we will give a written notice of a claim of copyright infringement to the provider of the allegedly infringing material. If the provider of that material does not respond to us in writing denying the alleged infringement within fourteen (14) days after receipt of that notice, we will remove or block the allegedly infringing material as soon as is reasonably practicable. If the provider of that material responds to us in writing denying the alleged infringement, we will, as soon as is reasonably practicable, send a copy of that response to the original notifying party. If the original notifying party does not, within a further fourteen (14) days, file an action seeking a court order against the provider of the allegedly infringing material, we may restore any removed or blocked material at our discretion. If the original notifying party files such a legal action, we will remove or block the allegedly infringing material pending resolution of that legal action.

9. Photography

- 9.1 You consent to allow GiveEasy to include any photographs or video content taken by GiveEasy, any third-party photographer or by you as posted on social media for use in our marketing material on the Platform and across any social media platforms of GiveEasy, unless you provide us express written notice revoking such consent.

10. Promotions

- 10.1 For certain campaigns, promotions or contests conducted by GiveEasy from time to time, additional terms and conditions may apply, which will be made available on the Platform. If you wish to participate in such a campaign, promotion or contest, you must agree to the relevant terms and conditions applicable to that campaign, promotion or contest. For the avoidance of doubt, where there is any inconsistency between such terms and conditions and these Terms and Conditions, the terms and conditions for the relevant campaign, promotion or contest will prevail.
- 10.2 Where any loyalty programs, discounts and/or offers are made available by GiveEasy from time to time, you shall be entitled to use such discounts/offers to purchase products and/or services in accordance with these Terms and Conditions or as otherwise directed on our Platform.
- 10.3 From time to time, you may receive online offers and promotions which include a promotional or coupon code ("**Code**") for use when shopping on the Platform. It is your sole responsibility to ensure that the Code is valid, and that you enter the Code at the time of placing your Order, as the Code cannot be applied retrospectively. Separate terms and conditions may apply to the use of the offer or promotion. Please read these carefully to make sure you can take proper advantage of these offers. Any Code is non-transferable and, unless expressly stated, may not be used in conjunction with any other offers.

11. Social Media

- 11.1 You acknowledge and agree that the information contained on our Platform and other associated GiveEasy social media channels, including but not limited to Instagram, Facebook, Twitter, LinkedIn, Pinterest, YouTube, or TikTok is for general information only. While we endeavour to keep the information up to date, GiveEasy makes no representations or Warranties, express or implied, as to the accuracy or completeness with respect to the information contained on our Platform and other related GiveEasy social media channels.
- 11.2 You agree that GiveEasy nor any of its Representatives shall have any liability to you relating to or resulting from the use of, or reliance upon, the information contained on our Platform and other related GiveEasy social media channels.
- 11.3 For the avoidance of doubt, GiveEasy makes no representations or Warranties about any third-party website or social media channel which you elect to access through

this Platform. Third party websites and social media platforms are not under the control of GiveEasy, and we are not responsible for the accuracy of any information on any platform other than the GiveEasy Platform, nor do we monitor or review the content of any other website. You must take your own precautions to ensure that a third-party website and/or social media platform that you access by link from this Platform is free from viruses, worms, trojan horses and other material of a destructive nature.

12. Disclaimer of Warranties

- 12.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, GIVEEASY AND ITS OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, LICENSORS, PARTNERS AND AFFILIATES EXPRESSLY DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES (WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE) IN RELATION TO THIS PLATFORM AND ANY SERVICES PURCHASED OR OBTAINED THROUGH THIS PLATFORM, INCLUDING ANY IMPLIED WARRANTY/GUARANTEE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- 12.2 This Platform is provided strictly on an "as is" basis. To the maximum extent permitted by law, GiveEasy and its officers, employees, agents, consultants, licensors, partners and affiliates make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of this Platform or any of its content, and in particular do not represent, warrant or guarantee that:
- (a) the use of this Platform will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
 - (b) this Platform will meet your requirements or expectations;
 - (c) anything on this Platform, or on any third-party website referred or linked to in this Platform, is reliable, accurate, complete or up-to-date;
 - (d) the quality of any Services, information or other material purchased or obtained through this Platform will meet any particular requirements or expectations;
 - (e) errors or defects will be corrected; or
 - (f) this Platform or the servers that make it available are free of viruses or other harmful components.

13. Limitation of liability

Exclusion of liability

- 13.1 To the maximum extent permitted by law (including your rights under the Australian Consumer Law), GiveEasy and its Representatives exclude all liability to you or any other person or entity for any Loss, cost, expense, Claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any Loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, these Terms and Conditions or the use of this Platform, the Services or the creation of any Campaign by you or any other person or entity.
- 13.2 You acknowledge that when you engage with a Donor in respect to a donation or Campaign, or otherwise when you use the Platform in any way, you do so entirely at your own risk and relying on your own enquiries and judgement. We exclude any liability arising in connection with you losing access to your Account or any unauthorised access to your Account. GiveEasy Customers are solely responsible and liable for any activity on their registered Account, and for maintaining the security of their registered Account.

Remedies limited

- 13.2 To the maximum extent permitted by law, GiveEasy and its Representatives expressly limit their liability for breach of any non-excludable condition or warranty/guarantee implied by virtue of any legislation to the following remedies (the choice of which is to be at GiveEasy's sole discretion):
- (a) in the case of services:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again up to a maximum of six (6) months of Services Fees.

Release

- 13.3 You agree that your use of this Platform is at your own discretion and risk. You agree that you will be personally responsible for your use of this Platform and the Services and you agree to release GiveEasy and Representatives from any Claim, demand or cause of action that you may have against any of them arising from:
- (a) these Terms and Conditions or the use of this Platform by you or any other person or entity; and
 - (b) the acts and omissions of any Donors or third party that may independently interact with your Campaigns.

GiveEasy may plead this release as a bar and complete defence to any Claims or proceedings.

Force majeure

- 13.4 To the maximum extent permitted by law, and without limiting any other provision of these Terms and Conditions, GiveEasy excludes liability for any delay in performing any of its obligations under these Terms and Conditions where such delay is caused by circumstances beyond the reasonable control of GiveEasy, and GiveEasy shall be entitled to a reasonable extension of time for the performance of such obligations.

14. Non-Solicitation

- 14.1 You acknowledge and agree that by using our Platform, the Services contained therein and the Creation of Campaigns, you are prohibited from utilising the Platform, Campaigns, our Services or our Proprietary Content to endorse or seek donations for purposes that contravene the GiveEasy Code of Conduct. For more information on our GiveEasy Code of Conduct, please visit our website.

15. Analytics and Information Sharing

- 15.1 We reserve the right, though it is not mandatory, to monitor content and Campaigns generated on the Platform or by using our Services. Aggregated and anonymised information, which may include Uploaded Data, derived from Campaigns or through the utilisation of our Services, may be used to determine usage patterns and user behaviours. This analysis is aimed at optimising and improving our Services, and to assist with the development of additional services.
- 15.2 In the interest of the broader community and other Platform users, we may share and publish our findings and may disclose essential information to third parties as required to satisfy legal obligations, safeguard ourselves or our other GiveEasy Customers, or enhance the operation of the Services.
- 15.3 The handling of any Personal Information provided by you and your Donors will adhere to our legal obligations and our Privacy Policy available on the Platform. You are encouraged to make specific mention of the disclosure of your Donor's information in your privacy policy.

16. Records and Receipts

- 16.1 If required by applicable law, you may be required to issue receipts for any donations made in respect to the Campaigns created via the Platform. GiveEasy may however, issue receipts to your Donors on your behalf.
- 16.2 Via your Account on the Platform, you will have access to the following information:

- (a) your personal contact information;
- (b) names and email addresses of Donors who have made donations to you, along with any additional data you configured your Campaign to collect.
- (c) Records of all donations, encompassing Initial Donations and Donor Pays and Services Fees payable and paid by you.

16.3 Our Platform will automatically record all Initial Donations and Donor Pays received by you, along with the Services Fees paid by you to us. We will provide you with tax invoices for all Services Fees payable to us, along with a report documenting payments received from you. The invoices and report will be accessible through your Account via the Platform.

17. Termination

17.1 You acknowledge and agree that:

- (a) Upon giving you fourteen (14) days' notice in writing, we may terminate your access to the Platform at any time for any reason or no reason;
- (b) we may terminate these Terms and Conditions or suspend the provision of our Services immediately by notice to you in writing if you are deemed to breach these Terms and Conditions or associated policies in any way, in our sole discretion; and
- (c) termination of these Terms and Conditions or your access to the Platform does not release you from any of your obligations and liabilities that may have arisen or been incurred prior to the date of such termination.

17.2 Upon termination of these Terms and Conditions and stipulated in clause 17.1:

- (a) your right to continue using the Platform, Services or any Campaign created via the Platform shall immediately cease;
- (b) GiveEasy shall be entitled to remove any Campaigns you have created within fourteen (14) days of such termination; and
- (c) Within fourteen (14) days of the date of termination, you must pay to us any Services Fees or Donor Pays (as the case may be).

17.3 This termination clause will survive termination of the Terms and Conditions and any misuse of the Platform, the Services or any Campaign.

18. General

Interpretation

18.1 In these Terms and Conditions, the following rules of interpretation apply:

- (a) headings are for reference purposes only and in no way define, limit or describe the scope or extent of any provision in these Terms and Conditions;
- (b) these Terms and Conditions may not be construed adversely against GiveEasy solely because GiveEasy prepared them;
- (c) the singular includes the plural and vice-versa;
- (d) a reference to a "person" includes an individual, a firm, a corporation, a body corporate, a partnership, an unincorporated body, an association, a government body or any other entity; and
- (e) the meaning of general words is not limited by specific examples introduced by "including", "for example", "in particular" or similar expressions.

Notifications

18.2 GiveEasy may provide any notification for the purposes of these Terms and Conditions by email and/or by adding the notification into your user control panel.

Email

18.3 You agree that you are responsible for ensuring that content provided to you by GiveEasy via email is not collected in your own junk or spam filters and GiveEasy shall not be held liable or accountable for any loss of communication if this is the case.

18.4 You have the option to discontinue receiving communication and/or emails from GiveEasy by unsubscribing from our email communications at any time.

Costs

18.5 Except as specifically provided in these Terms and Conditions, each party must bear its own legal, accounting and other costs associated with these Terms and Conditions.

Assignment

18.6 You may not assign, transfer or sub-contract any of your rights or obligations under these Terms and Conditions without GiveEasy's prior written consent. Your

registration with this Platform is personal to you or your business and may not be sold or otherwise transferred to any other person or entity.

- 18.7 GiveEasy may assign, transfer or sub-contract any of our rights or obligations under these Terms and Conditions or any other policy on our Platform at any time without notice to you.

No waiver

- 18.8 Waiver of any power or right under these Terms and Conditions must be in writing signed by the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver. Any failure by GiveEasy to act with respect to a breach by you or others does not waive GiveEasy's right to act with respect to that breach or any subsequent or similar breaches.

Severability

- 18.9 The provisions of these Terms and Conditions are severable and, if any provision of these Terms and Conditions is held to be illegal, invalid or unenforceable under present or future law, such provision may be removed and the remaining provisions shall be enforced.

Variation

- 18.10 GiveEasy reserves the right to amend these Terms and Conditions and any other policy on this Platform at any time in its sole discretion and any such changes will, unless otherwise noted, be effective immediately. Your continued usage of this Platform will mean you accept those amendments. We reserve the right, without notice and at our sole discretion, to change, suspend, discontinue or impose limits on any aspect or content of this Platform or the Services offered through this Platform.

Relationship of the Parties

- 18.11 These Terms and Conditions do not create any partnership, joint venture or agency relationship between the parties.

Access of Platform

- 18.12 The Platform and the Services made available via our Platform, are accessible both in Australia and internationally. We do not assert that the Services adhere to the laws, including intellectual property laws, of any country outside of Australia. If you choose to access the Services from a location outside Australia, you assume the associated risks, and it is your responsibility to ensure compliance with the laws applicable in that jurisdiction.

Dispute Resolution

18.13 The parties agree:

- (a) to attempt in good faith to resolve any dispute between them in connection with any matter arising out of these Terms and Conditions;
- (b) any agreement reached between the parties must be reduced to writing and will be binding on the parties;
- (c) where a dispute cannot be resolved informally as between the parties, and a period of ten (10) business days has elapsed, the parties must seek to agree on the procedural rules and timetable for resolving the dispute through mediation; and
- (d) such mediation is to occur by the appointment of a suitable mediator appointed by the parties, or in the absence of agreement, a mediator appointed by the Resolution Institute, or any entity which replaces it.

18.14 The Parties otherwise agree to submit to the jurisdiction of the Courts of New South Wales and, if applicable, the Commonwealth of Australia, in the event a dispute arising from the use of this Platform or these Terms cannot be resolved.

Governing law and jurisdiction

18.15 These Terms and Conditions will be governed in all respects by the laws of New South Wales. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them.

18.16 If a GiveEasy Customer is located outside of Australia, you acknowledge and agree that any dispute will attempt to be resolved in accordance with the dispute resolution process set out in clause 18.13, failing which, a dispute will be resolved via a court of appropriate jurisdiction located in New South Wales, Australia.

Survival

18.17 Any provision of these Terms and Conditions which, by its nature, would survive termination or expiration of these Terms and Conditions will survive any such termination or expiration of these Terms and Conditions. These Terms and Conditions will insure to the benefit of our successors, assigns, licensees, and sublicensees.

No Third Party Beneficiary Rights

18.18 No person, firm, corporation, partnership, business, entity or business organization, except as specifically provided for herein, shall be deemed a third party beneficiary under these Terms & Conditions.



Entire Agreement

- 18.19 Except as expressly agreed by us and you in writing, these Terms and Conditions (which incorporate other policies such as the Privacy Policy) constitute the entire agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter.

Schedule 1 - Prohibited conduct

YOU MUST NOT:

- use any device, routine or software that interferes, or attempt to interfere, with the proper working of this Platform;
- engage in any action that requires, or may require, an unreasonable or excessively large load on our infrastructure;
- use this Platform to decipher passwords or security encryption codes, transmit any worms, viruses or Trojan horses, transfer or store illegal, threatening or obscene material or otherwise violate the security of any computer network;
- use this Platform to violate any applicable local, state, national or international law, to engage in any misleading or deceptive online marketing practices or for any fraudulent or malicious purposes;
- use any spider, robot or search/retrieval application or any screen scraping, data mining or similar data gathering device, process, program or means to access, retrieve or index any portion of this Platform;
- use this Platform by any automated means;
- override any security component included in the Platform or the Services;
- engage in any activity that may interfere with the provision of the Platform and the Services;
- use this Platform to transmit junk mail, spam or chain letters or pyramid schemes or engage in other flooding techniques or mass distribution of unsolicited email;
- access, retrieve or index any portion of this Platform for use in constructing or populating any database that is searchable online or for the purpose of soliciting or sharing reviews;
- interfere with the display of any advertisements appearing on or in connection with this Platform;
- reverse engineer, decompile, disassemble, adapt, modify, translate, frame or reformat any of the material contained on this Platform;
- reproduce, duplicate, copy or store any of the material appearing on this Platform other than for your own personal and non-commercial use;
- falsely imply that any other website is associated with this Platform;

- do anything that leads, or may lead, to a decrease in the value of GiveEasy's intellectual property rights in this Platform;
- use or exploit any of the material appearing on this Platform for, or in connection with, any business or enterprise (whether for profit or otherwise), including any business or enterprise that is in competition with this Platform;
- release to the public any news release, advertising material, promotional material or any other form of publicity or information relating to GiveEasy without GiveEasy's prior written consent; or
- use this Platform to transmit any information or material that is, or may reasonably be considered to be:

abusive, threatening, harassing, harmful, obscene, indecent, lewd, inflammatory, violent, vulgar, profane, racially, ethnically or otherwise objectionable or offensive in any way;
- libellous, defamatory, pornographic, sexually explicit, unlawful or plagiarised;
- infringing upon or violating any copyright, trade mark, patent or other intellectual property or proprietary right;
- in breach of any duty of confidentiality by which you are bound, whether by way of a fiduciary or contractual relationship;
- in breach of any person's privacy or publicity rights;
- a misrepresentation of facts, including the impersonation of any person or entity or a misrepresentation of an affiliation with any person or entity (including any sponsorship or endorsement);
- in violation of any applicable law, statute, ordinance or regulation, or encouraging of others to do so;
- containing any political campaigning material, advertisements or solicitations; or
- likely to bring GiveEasy or any of its staff into disrepute.