

GIVEEASY TERMS AND CONDITIONS

GiveEasy Pty Limited ACN 158 381 125, c/- Suite 606A/3 Waverley Street, Bondi Junction NSW 2022 (**GiveEasy**) operates a donation platform that facilitates the connections between Donors and organisations and causes (**Donee**) through a number of avenues (website, mobile App, branded App, SMS donations).

The Donee has agreed to enter into an agreement with GiveEasy on the terms of these Terms and Conditions (Agreement).

Term: This Agreement shall continue until terminated in accordance with clause 12 of this Agreement (**Term**).

Appointment as an agent: The Donee authorises and appoints GiveEasy as the Donee's agent to receive donations from the public and from corporate workplaces on behalf of the Donee in accordance with the terms and conditions of this Agreement. GiveEasy will accept the appointment as the Donee's agent by written notice to the Donee.

Provision of service:

- (a) GiveEasy, in accordance with the terms and conditions of this Agreement, shall provide the Donee with such means as GiveEasy determines so as to enable donors to make online donations to the Donee by using the Mobile Application or the Website (**Online Services**); and
- (b) GiveEasy will comply with the *Privacy Act 1988* (Cth) in respect of the collection, use and disclosure of personal information (as that term is defined in that Act).
- (c) GiveEasy may generate and send an email acknowledgement to any donor in respect of any donation made to the Donee using the Mobile Application or the Website.

Recoupment charges:

- (a) GiveEasy will deduct an amount (the **Recoupment Charge**) from the money collected on behalf of the Donee prior to disbursing funds to them.
- (b) A Recoupment Charge of 5.5% (plus GST) of the gross amount of funds raised for the Donee for collections using Visa, Mastercard, Amex, or workplace giving will be charged. This includes a Merchant Service fee of 0.95% (plus GST), the SecurePay transaction fee and any other applicable service or transaction fees.
- (c) In the event GiveEasy adds additional payment mechanisms to the services in the future it will negotiate with the Donee to agree upon the fees applicable to these payment mechanisms.

GiveEasy obligations:

- (a) GiveEasy holds and maintains a trust account and all donations received

through the Mobile Application or Website are paid into this account prior to dispersing funds to the Donee into the Donee's nominated bank account.

b) GiveEasy will remit donations (less Recoupment Charges) collected each fortnight to the Donee by EFT or as otherwise agreed. At the time of each remittance, the Donee will also be provided with a remittance advice showing the donor's details, the amounts collected on behalf of the Donee and the Recoupment Charges.

Donee obligations:

(a) The Donee must:

(i) advise GiveEasy, as soon as practicable, of any changes to its Authority or to its tax status;

(ii) comply with all conditions of its Authority and all applicable laws;

(iii) inform all necessary government and regulatory bodies of any matters herein as required in order to give effect to this Agreement; and

(iv) discuss with GiveEasy including GiveEasy in its marketing collateral as a mechanism for donation on a non-exclusive basis, for example including on the Donee's website or for an appeal/event.

Information about the Donee:

(a) Upon execution of this Agreement, the Donee must provide the following to GiveEasy:

(i) a certificate of registration or incorporation as a company or an incorporated association or ACN, as applicable; or ACN provided on registration form; and

(ii) if the Donee is endorsed as a Deductible Gift Recipient, a letter from the Australian Taxation Office advising of the endorsement of the Donee 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; and

(iii) any Authority held by the Donee, under any of the Fundraising Statutes, and, if none is held, the reason why the Donee is not required to hold an Authority; and

(iv) a draft of the Donee Information, to be completed on a registration form provided by GiveEasy.

(b) The Donee must ensure that the information posted on the Website or Mobile Application relating to the Donee (***Donee Information***):

(i) is in a format designated by GiveEasy to enable publishing onto the Website;

(ii) does not infringe any third party intellectual property rights or other rights;

(iii) does not breach any law, standard, content requirement or applicable law of conduct;

(iv) does not contain any prohibited content, as defined under the *Broadcasting Services Act 1992* (Cth); and

(v) without limiting the generality of the above, is not likely to expose GiveEasy to the risk of any claim, legal or administrative action.

(c) The Donee grants GiveEasy a non-exclusive, royalty-free world-wide licence to use, copy, display, transmit, publish, reproduce, adapt and communicate to the public the Donee Information including using it by posting it on the Website or in publicity, marketing or internal documents for GiveEasy. This license shall subsist only for the Term of this Agreement.

Indemnity in favour of GiveEasy: The Donee shall at all times release and indemnify GiveEasy, its servants and agents from and against any loss or liability incurred by GiveEasy arising from any claim, demand, suit, action or proceeding by any person against GiveEasy, its servants and agents where such loss or liability arose out of, in connection with, or in respect of:

(a) the Donee Information;

(b) any breach by the Donee of an Authority or of a condition in any Authority;

(c) any breach by the Donee of this Agreement; and

(d) any instance in which a donor successfully disputes a card transaction, and the card issuer makes a "Chargeback" to GiveEasy's bank that was the acquirer of the card transaction. In such a case, the Donee must pay to GiveEasy upon demand the amount previously paid by GiveEasy to the Donee in connection with the card transaction that gave rise to the Chargeback. If the Donee fails to do so within 5 business days of such demand, GiveEasy may deduct and retain from any future remittance it makes to the Donee a sum equal to any amount owing by the Donee in satisfaction of that amount.

9. Indemnity in favour of Donee: GiveEasy shall at all times release and indemnify the Donee, its servants and agents from and against any loss or liability incurred by the Donee arising from any claim, demand, suit, action or proceeding by any person against the Donee, its servants and agents where such loss or liability arose out of, in connection with, or in respect of:

(a) any breach by GiveEasy of an Authority or of a condition in any Authority; or

(b) any breach by GiveEasy of any Fundraising Statute or other relevant Act or Regulation.

10. Suspension of service: GiveEasy shall have the right, at its absolute discretion, to suspend the Online Services in order to carry out essential maintenance work to the Website or any aspect of the Online Services, or upon the occurrence of an event beyond the reasonable control of GiveEasy. GiveEasy shall not be liable to the Donee for

any direct or indirect loss arising from suspension of Online Services.

11. Complaints: Any complaint arising in connection with this Agreement shall be in writing and submitted to GiveEasy for resolution within 10 business days from the date of receipt. If after 10 business days the complaint is not resolved, it may be referred for consideration to the relevant state or territory regulatory body.

12. Termination:

- (a) Either party may terminate this Agreement by giving at least 14 days' notice in writing.
- (b) Either party may terminate this Agreement immediately by notice in writing to the other party on the occurrence of one of the following events:
 - (i) the breach or threatened breach by the other party of any of its material obligations under this Agreement;
 - (ii) any breach of an Authority or of a condition in any Authority by the other party;
 - (iii) any breach of any Fundraising Statute or other relevant Act or Regulation by the other party;
 - (iv) the appointment of any type of insolvency administrator in respect of the property or affairs of the other party; or
 - (v) the entry or proposed entry by the other party into any scheme, composition or arrangement with any of its creditors.
- (c) GiveEasy may terminate this Agreement immediately by notice in writing if the Donee has committed an act which if true, in the opinion of GiveEasy, would adversely affect the reputation or business of GiveEasy conducted on and from the Website.
- (d) The Donee may terminate this Agreement immediately by notice in writing if:
 - (i) GiveEasy has committed any act which has the effect of vilifying or bringing into disrepute the Donee; or
 - (ii) All of the Online Services are suspended for a period exceeding 4 business days.
- (e) Following termination, GiveEasy must:
 - (i) remove the Donee Information from the Website;
 - (ii) refuse to accept donations on behalf of the Donee, as soon as practicable, after termination; and

(iii) remit all outstanding donations to the Donee as soon as practicable.

13. **Assignment:** The Donee must not assign the benefit of this Agreement without the consent of GiveEasy. GiveEasy may assign or transfer any of its rights or obligations under this Agreement.

14. **Variation:** No variation of this Agreement nor consent to a departure by a party from a provision, shall be of effect unless it is in writing, signed by the parties or, in the case of a waiver, by the party giving it. Any such variation or consent shall be effective only to the extent to or for which it may be made or given.

15. **Jurisdiction:** This Agreement is governed by and shall be construed in accordance with the laws from time to time in force in the State of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of New South Wales.

16. **Definitions** In this Agreement:

Authority means all necessary licences, consents, permissions, authorities, registrations and permits the Donee 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 Donee, and appoint GiveEasy as its agent for these purposes under the terms and conditions of this Agreement.

Donee Information means the information posted on the Website relating to the Donee and its request for fundraising, including details of the reason or purpose of the fundraising, the intended use of the funds raised and the States and Territories in which the Donee can legally collect or solicit donation.

Fundraising Statute means any of the following statutes: *Charitable Fundraising Act 1991* (NSW), *Fundraising Act 1998* (Vic), *Collections Act 1966* (Qld), *Collections for Charitable Purpose Act 1939* (SA), *Charitable Collections Act 1946* (WA), *Collections for Charities Act 2001* (TAS) *Charitable Collections Act 2003* (ACT).

GST means (a) the same as defined in the *A New Tax System (Goods and Services Tax) Act*

1999 (Cth);

- . (b) any other goods and services tax, or any tax applying to this Agreement in a similar way; and
- . (c) any additional tax, penalty tax, fine, interest or other charge under a law of such a tax.

Website means the URL www.giveeasy.org and www.appsforcharities.com.au or such other site as notified by GiveEasy from time to time