

Online Giving's Terms of Use

1. Background

Using the Online Giving web site ("the site") and any of its associated services implies acceptance of these Terms of Use. Online Giving's Privacy Policy forms part of these Terms of Use. By agreeing to these Terms of Use you provide your consent regarding how we handle your personal information under our Privacy Policy, which can be viewed on the site. **It is Online Giving's policy not to distribute any identifying information about you to any third party without your consent, unless stated in Online Giving's Terms of Use or required by law.**

Please read these Terms of Use thoroughly to ensure you agree and are willing to abide by them before proceeding. Online Giving reserves the right to modify or replace these Terms of Use at any time. Any changes shall take effect immediately when they are posted on the site. Your continued use of the site shall be deemed to be your acceptance of any such change.

In the event you commit a breach of these Terms of Use, Online Giving reserves the right to, at its discretion and without notice, cancel, suspend or edit any fundraiser's or charity partner's membership or fundraising pages with Online Giving.

2. General user conduct

You must use the site and its associated services in a legal and responsible manner at all times. This includes, but is not limited to the following:

- You may not use language or upload photographs on any fundraising pages or anywhere else on the site that may be considered offensive, racist, or obscene. Online Giving reserves the right to remove from the site, at its discretion and without notice, any page or content that may be considered illegal or offensive to others. If you find anything on this site offensive please email us at abuse@onlinegiving.com.au;
- It is your responsibility to check that the content uploaded on any fundraising page, including photographs, is not copyright protected. You must obtain written consent from the copyright owner if you wish to use it and by agreeing to these Terms of Use you warrant that your fundraising page does not commit any breach of a third party's copyright. Online Giving reserves the right to remove from the site, at its discretion and without notice, any text, pictures or photographs if there is concern of a potential breach of copyright. If you believe there is a copyright breach on this site please email us the details at abuse@onlinegiving.com.au;
- As a user you must not use the web site to send surveys, contests or "spam" to people who do not wish to receive an email from you. You must not disrupt or interfere with any services or networks associated with Online Giving or access any part of the site which you are not authorised to use;
- You may not upload any content that you know to be factually incorrect, infringe a third party's intellectual property, or misrepresent your identity or affiliation with any person or organisation;
- You must not use or attempt to use the site for any unlawful or negligent purpose, as deemed by Online Giving or our charity partners; and
- You are responsible for maintaining the confidentiality of your password for your account. If you believe it has been compromised please change it immediately by logging into your account.

3. Other terms for users creating fundraising pages

- Creating a fundraising page does not in any way imply that Online Giving or your charity endorses or condones your activity. It is your responsibility to check that your fundraising activity complies with your charity's fundraising policies prior to commencing your fundraising. In the event that your charity, at its absolute discretion, perceives your activity to be inappropriate or violating their fundraising policies, Online Giving reserves the right to cancel or suspend your fundraising page without notice at the request of the charity;
- Online Giving automatically sends an email to your chosen charity when you create a fundraising page to advise them of your page and for their approval. This email includes your Online Giving web page address, your name and email address. Your charity may contact you to confirm your fundraising status or to thank you for your fundraising efforts;
- Fundraisers must be 8 years of age or older to create a fundraising page with Online Giving. Fundraisers aged between 8 and 16 years of age must complete and return to us a Parental Consent Form before they can publish an Online Giving fundraising page. The Parental Consent Form may be downloaded from the "Help" section of the site and is emailed to fundraisers indicating they are less than 16 years of age. Direct supervision by an adult is required to use the site at all times by those aged 8 to 16 years of age;
- Some charities and not-for-profit organisations have similar names; it is your responsibility to check that you are fundraising for the charity that you intend. As all donations are considered final and non-refundable, Online Giving does not accept responsibility for your charity selection;
- Under the Fundraising Appeals Act 1998, it is a requirement that all fundraisers aiming to raise more than AUD\$10,000 through a fundraising campaign must register with Consumer Affairs (Victoria) to do so. To comply with this Act, if you have entered a fundraising goal near this amount or are getting close to it from donations already received, you must complete and return this form as soon as possible to Consumer Affairs. The Consumer Affairs Registration Form may be downloaded from the "Help" section of the site. This Act is not about punishing you as a fundraiser, but is about protecting the integrity of the charities it represents;
- You may cancel your fundraising page in the event your activity is cancelled or you cannot complete it. Once you cancel a page, the link to your fundraising page will no longer be valid. All donations made through Online Giving are paid promptly to the charity, and are therefore considered final and non-refundable. Online Giving will carry out refunds for donations received in the past 7 days only in exceptional circumstances and with the charity's consent. If you would like your donors to be refunded for donations processed through the web site more than 7 days ago, please contact your charity directly to discuss this option;
- You acknowledge and agree that Online Giving may use, copy or edit for marketing purposes any material submitted by you in connection with your fundraising page. This may include, but is not limited to, your fundraising page being used as a sample fundraising page from the home page.

4. Other terms for donors

- All donations made through Online Giving are paid promptly to the charity, and are therefore considered final and non-refundable, unless unauthorised use of your credit card can be proven. If you become aware that your credit card has been lost, stolen or is being used fraudulently, it is your responsibility to report the issue to your financial institution;
- All donations made through Online Giving are paid promptly to the charity, and are therefore considered final and non-refundable. Online Giving will carry out refunds for donations received in the past 7 days only in exceptional circumstances and with the charity's consent. If you would like to be refunded for donations processed through the web site more than 7 days ago, please contact your charity directly to discuss this option.

5. Tax deductible information

Organisations must have Deductible Gift Recipient (DGR) status in order to advertise on the site as accepting tax-deductible donations. Online Giving also partners with reputable Australian not-for-profit organisations without DGR status. If no proof of DGR status is supplied to Online Giving, donations will not be considered tax deductible. Online Giving commits to clearly stating at the time of donation whether or not a donation may be tax deductible. To comply with Australian taxation laws, tax deductible receipts may only be issued by the charity or its authorised agent. Under Online Giving's contractual agreement with each charity, Online Giving is appointed as an agent to issue such tax deductible receipts on behalf of the charity. Once a donation is processed through the site, a donation acknowledgement will be emailed to the donor confirming their donation was processed by Online Giving, which also constitutes the donor's tax-deductible receipt (where relevant).

Online Giving is not a taxation or accounting advisor. You should not rely on information given on the site to determine the taxation or accounting consequences of making a donation through the site. We recommend you seek the advice of taxation or accounting professionals for this.

6. Online Giving's charity and not-for-profit partners

In line with our commitment to professional and ethical fundraising, Online Giving partners with registered Australian charities and not-for-profit organisations that agree to our Terms of Use and sign a Charity Agreement with us. Online Giving is not responsible for the accuracy or completeness of information provided by any charities or not-for-profit organisations on the web site.

Online Giving allows you to raise money for or donate to any charity or not-for-profit organisation listed on our site. All organisations have agreed to and signed a contractual agreement with Online Giving authorising us to collect donations on their behalf. Online Giving is not responsible for any recipient organisation's use of funds that are raised through any Online Giving fundraising pages.

The site may contain links to the web sites of its partner charities and not-for-profit organisations as well as other relevant third parties. Providing a link to other sites does not imply endorsement of them by Online Giving. As we do not have any control over external sites we do not accept any responsibility for their content and cannot be responsible for the protection and privacy of any information you provide whilst visiting such sites. Please refer to the relevant web site's own Privacy Policy.

Online Giving may from time to time choose partners to offer relevant services and information through the site. Whilst we will always aim to select partners with the same values and standards of integrity as Online Giving, you choose their services and information at your own risk.

7. Online Giving fees

Online Giving is free for fundraisers and there is no cost for charities to register with the site. Online Giving deducts a low transaction fee from donations made through the site, which is currently 5% of online donations, and passes on the bank's credit card processing fees, which are currently 0.9% of online donations plus 46 cents per transaction. These fees are subject to change as determined by the bank and credit card companies or Online Giving. Subscription fees may also apply to charities and not-for-profit organisations and are communicated in these Terms of Use. No subscription fees currently apply. Online Giving passes on to the relevant charity any international currency fees charged due to any international transactions made through the site.

8. Web site continuity

Online Giving will make every effort to ensure the continuous service of the site and its services, although we reserve the right to modify, suspend or discontinue all or any part of the site at any time and without notice. Unless specifically identified as exempt, any changes or additional features, applications or services to the site shall be subject to these Terms of Use.

9. Trademarks

The names Online Giving Pty Ltd, www.onlinegiving.com.au, the Online Giving logo, the Online Giving strap line “helping others make a difference”, and any other product or service names that we use on the site from time to time may not be used by others in any way that may discredit Online Giving, in connection with any product or service that is not Online Giving’s, or is likely to cause confusion. Other trademarks or logos on the site, such as those belonging to our partner charities, are the property of their respective owners and must not be used without the permission of the trademark owner.

10. Copyright and intellectual property rights

All content on the site is owned by Online Giving, our partner charities and not-for-profit organisations, or other original providers, and is protected by the applicable intellectual property laws. You may copy content for your own personal use provided you do not alter it in any way or remove any copyright or trademark notices. You may not reproduce, adapt, upload to a third party, or transmit in any form any content of the site for any other use without written prior permission by Online Giving and, where applicable, the copyright holder.

11. Limitation of liability

Online Giving accepts no liability for any failure to comply with these Terms of Use where such failure is due to circumstances beyond Online Giving’s reasonable control.

Your use of any information or materials on the site is entirely at your own risk, for which Online Giving shall not be liable. Under no circumstances will Online Giving be liable for any loss or damages, whether direct or consequential, arising out of:

- Your use of the site or services, or your inability to do so;
- Your reliance on any content of the site; or
- Any products or services in any way associated with the site and services.

Online Giving shall not be liable to you or any third parties in contract or in tort arising out of, or relating to, the holding or staging of a fundraising event which has been published on the site or any fact, matter or thing relating to the holding or staging of a fundraising event (whether negligent or in breach or contract or not). You will indemnify Online Giving against any claims, damages, costs, liability or loss arising out of any breach of these Terms of Use.

The liability of Online Giving for a breach of these Terms, statutory cause of action, common law or tort (including negligence) in any way is limited as follows:

- Online Giving will not be liable for indirect or consequential loss or damage, notwithstanding anything else in this Agreement; and
- Otherwise in respect of all other claims or liability to you for all other proven loss and damage is limited, for an aggregate of all claims, to the amounts donated by your friends and family through Online Giving to the Charity.

12. Governing law and jurisdiction

Any complaints made about Online Giving must be specific, in writing, and referred in the first instance to Online Giving. Upon receipt of any complaint, Online Giving will investigate, respond and use its best endeavours to resolve any matters arising from it within 7 days. If, after receiving a response from Online Giving, you are not satisfied with our response, it may be referred to the appropriate state regulatory body for consideration.

The web site and these Terms of Use are governed by the laws of the State of Victoria.