

SITE TERMS OF USE

Thank you for visiting the Good360 website, <https://good360.org.au/> (incorporating <https://catalog.good360.org.au/>) (the “Site” or “Website”). This Site is operated by Good360 Australia Ltd (ACN 161 292 664) trading as Good360 Australia (“Good360”, also referred to as “we”, “us,” “our” and other similar pronouns).

Please read these terms and conditions (“Terms of Use”) carefully before using this Website. By accessing this Site in any manner (whether automated or otherwise), you agree to be bound by these Terms of Use and any additional terms, conditions, notices and disclaimers that are referenced below or contained elsewhere of this Site. The Terms of Use may apply to specific areas of this Website.

You represent that you are legally able to accept these Terms of Use and affirm that you are of legal age to form a binding contract. If you do not agree to these Terms of Use, you must not use or access this Site.

What is Good360.org.au?

At Good360, our mission is to fulfil the needs of Not for Profits by supplying corporate product donations from businesses (collectively, the “Donors”) to our network of Not for Profits (collectively, the “Donees”). Good360 is a Deductible Gift Recipient (“DGR”) item 1 Not for Profit organisation. We are driven by a vision that demands constant innovation, leveraging the latest technological and social networking developments to create new and engaging online solutions that strengthen Not for Profits and expand corporate citizenship. Good360 accepts new corporate product donations that can be used by our network of Not for Profits. We also accept monetary donations from individuals and corporations to help cover the cost of Good360’s programs to reach its goal of matching product donations to the Donees that need them the most.

The information provided about Good360 is subject to change and neither Good360 nor its corporate partners accept any liability in respect to the information provided by a user or for the activities they undertake.

Donations & Payment Processing

All donations to Good360 will be used to benefit Good360’s mission to fulfil the needs of Donees with product donations.

Refunds of Donations

Good360 do not provide refunds on donations. Refunds of donations will only be made where permitted by law and once reviewed and approved by Good360's Leadership Team. Refund requests must be submitted by mail to:

Good360
Attn: Finance Department
Unit 2C/5-9 Ricketty St
Mascot NSW 2020

Where a refund of a donation is to be made, Good360 will inform the recipient party that the refund will be made and will refund the donation.

Currency

Donations are accepted only in AU dollars. All fees and charges set out in these Terms of Use are based on donations and payments being made only in AU dollars.

Use of the Site

Site users may not utilise the Site for the following activities:

- “harvesting” (or collecting) information from the Site using an automated software tool or manually on a mass basis. This includes, for example, information about other users of the Site and information about the offerings, products, and services available on the Site;
- using automated means to access the Site, or gaining unauthorised access to the Site or to any account or computer system connected to the Site;
- obtaining, or attempting to obtain, access to areas of the Site or our systems that are not intended for access by you;
- “flooding” the Site with requests or otherwise overburdening, disrupting or harming the Site or its systems;
- circumventing or reverse engineering the Site or its systems;
- violating any law, statute, ordinance or regulation;
- disseminating or posting anything unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable or using any material that could result in any of these;
- transmitting any material that encourages conduct constituting a criminal offence, or otherwise breaches any applicable laws, regulations or code of practice;

- interfering with any other person's use or enjoyment of the Site;
- advertising or soliciting business;
- creating, transmitting or storing electronic copies of materials protected by another's intellectual property rights without the permission of the owner; or
- any other purpose that is unlawful or likely to harm or bring Good360 into disrepute.

You also must comply with all applicable laws and contractual obligations when you use this Site. We may cease making the Site available at any time in order to perform any required maintenance or implement any upgrades. We will endeavour to provide you with reasonable notice of any scheduled maintenance but may not be able to provide notice in all circumstances. You are responsible for making all arrangements necessary for you to have access to the Site. We do not guarantee that the Site, or any content on it, will be free from errors or omissions.

We do not guarantee that our Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Site. You should use your own virus protection software.

Ownership of Site Content and Submissions

We or our licensors or partners own the intellectual property rights in the content and materials displayed on the Site. You may use the Site (including such content and materials) for not-for-profit, non-commercial use, but you may not use it for commercial purposes. We reserve the right to revoke your right to use the Site content and materials upon notice. If you receive such a notice from us, you agree to discontinue such use of the Site. You may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from this Site unless explicitly authorised in these Terms of Use, such as in this section or in the Social Networking section below, or by the owner of the materials.

If you submit or post any materials or content to this Site, you grant us a royalty free, perpetual, irrevocable, transferrable, assignable, sub-licensable, worldwide license to use such materials and content, including alterations thereof, for our business purposes, in any form, in any media, and via any technology we choose, whether it exists now or is created in the future. You represent that any materials and content posted or otherwise submitted by you to the Site is original to you and that you have the right to grant us these rights. Furthermore, you understand that when you submit or post material to a public area of our Site, you are allowing all users of the Site to access and repost such materials or content.

Please do not send us your ideas for our business. We are always thinking and creating, and we may have similar ideas of our own. To avoid any disputes between us relating to ideas that you have submitted to us you agree that, if you send us your ideas, you are giving us the right to use them, and you waive and release us from claims that we have used your ideas without your permission.

Responsibility for Public Postings and Content

Responsibility for what is posted in public areas of our Site lies with each user – you alone are responsible for the material you post or otherwise make available in public areas of our Site. You alone are responsible for assessing the credibility of other user postings. We do not control the material that you or others may post or otherwise make available in such areas, and you understand that we have no obligation to monitor any such material or to edit or delete it. However, we reserve the right do so. We are not a publisher of user posts, and we are not responsible for their accuracy or legality.

You also understand and agree that any action or inaction by us or any of our volunteers, directors, officers, employees, consultants, agents, service or content providers, representatives, or other users (collectively, “Our Representatives”) to prevent, restrict, redress or regulate content, or to implement other enforcement measures against any content, conduct or potential Terms of Use violation is undertaken voluntarily and in good faith, and you expressly agree that neither we nor any of Our Representatives shall be liable to you or anyone else for any action or inaction to prevent, restrict, redress, or regulate content, or to implement other enforcement measures against any content, conduct or potential violation of these Terms of Use.

Social Networking

We also include tools on our Site that allow users to share and/or publicly post content or information from our Site to a user’s profile on a third party social network or blog. Third party social networking platforms and blogging platforms have their own terms of use, and we encourage you to read them. We do not control any of these third-party web services or any of their content. You expressly acknowledge and agree that we are in no way responsible or liable for any such third-party services or features. Your correspondence and business dealings with third parties found through the service are solely between you and the third party.

Site Registration and Log In

To access certain features or areas of this Site, you may be required to provide personal and/or demographic information as part of a Site registration or log-in process. In addition, certain

features of our Site are only available to our registered users, and to access those areas of the Site you will be required to log in using your username and password.

You agree to provide true, accurate, current and complete information about yourself as prompted by the applicable registration or log-in form, and you are responsible for keeping such information up-to-date (this includes your contact information, so that we can reliably contact you). The information you submit must describe you (you may not impersonate another person or entity), and you may not sell, share or otherwise transfer your account information.

You are responsible for all activity occurring when this Site is accessed through your account, whether authorised by you or not. Therefore, if you create an account, be sure to protect the confidentiality of your account password. We are not liable for any loss or damage arising from your failure to protect your password or account information.

Privacy

We comply with, and have reasonable measures in place to ensure that our staff comply at all times with, the provisions and obligations contained in the Privacy Act 1988 (“Privacy Act”), including the Australian Privacy Principles. We take reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of your data and information. Please read Good360’s Privacy Policy for full details.

If you do not agree to the collection of this information and the other information specified in this Terms of Use, then you may not use the Site.

Communications

The communications between you and us via this Site use electronic means, whether you visit this Site or send us an email, or whether we post notices on this Site or communicate with you via email. For contractual purposes, you consent to receive communications from us in an electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

By making a donation to Good360, Donors agree to have their email address added to our house email list, which they may unsubscribe from at any time by sending an email to contact@good360.org.au indicating their desire to unsubscribe, or clicking “unsubscribe” in the

footer of the email. Please note, there are some circumstances (e.g. organisational audits) when we will need to contact a user even if they unsubscribe. Users also agree to be contacted in this case even if they have unsubscribed.

Linking Policies

This Site may contain links to other websites. Such links are provided for your convenience only, and you access them at your own risk. We are not responsible for, and do not endorse, the content of any such websites, or the products and services sold on them, nor do we take responsibility for the accuracy of any such websites. When you visit a linked website you should read the terms of use and privacy policy that govern that particular linked website.

While we welcome links to this Site, Good360 is not responsible for the links shared on social media that link back to our Site nor are we responsible for the content of those pages. We encourage individuals to practice safe social media practices online and use caution when identifying themselves. We reserve the right to revoke your right to link to this Site upon notice. If you receive such a notice from us, you agree to discontinue your link to the Site.

Disclosure or Transfer of Data in Connection with Organisation Change

We may disclose personal information that we collect or a user provides to any buyer or other successor in the event of a merger, divestiture, restructuring, reorganisation, dissolution or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by us about our Site users is among the assets transferred.

Copyright Infringement Notices

If you are a copyright owner who believes in good faith that your copyrighted material has been reproduced, posted or distributed on this Site in a manner that constitutes copyright infringement, please inform our designated copyright agent by sending written notice by to:

Good360

Attn: General Manager

Unit 2C/5-9 Ricketty St

Mascot NSW 2020

or by email to contact@Good360.org.

Please include the following information in your written notice:

- (1) a detailed description of the copyrighted work that is allegedly infringed upon;
- (2) a description of the location of the allegedly infringing material on the Site;
- (3) your contact information, including your address, telephone number, and, if available, email address;
- (4) a statement by you indicating that you have a good-faith belief that the allegedly infringing use is not authorised by the copyright owner, its agent, or the law;
- (5) a statement by you, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf; and
- (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

Please note that the contact information provided in this paragraph is for suspected copyright infringement only. Contact information for other matters is provided elsewhere in these Terms of Use or on the Site. We have a policy of terminating the Site usage privileges of users who are repeat infringers of intellectual property rights.

Changes to this Site

We reserve the right to make changes to, or to suspend or discontinue (temporarily or permanently), this Site or any portion of this Site. You agree that we will not be liable to you or to any third party for any such modification, suspension or discontinuance.

Suspension or Termination of Access

We have the right to deny access to, and to suspend or terminate your access to, the Site, or to any features or portions of the Site, and to remove and discard any content or materials you have submitted to the Site, at any time and for any reason, including for any violation by you of these Terms of Use and, for Not for Profits, Good360's Master Terms & Conditions. In addition, we have a policy of terminating the Site usage privileges of users who are repeat infringers of intellectual property rights. In the event that we suspend or terminate your access to and/or use of the Site, you will continue to be bound by the Terms of Use that were in effect as of the date of your suspension or termination.

Indemnification

You agree to indemnify, defend and hold us and Our Representatives harmless from and against any claims, liabilities, losses, damages, costs and expenses, including reasonable solicitors' fees, arising from your use of this Site, your submissions to this Site, your donations, your receipt

of donations, your interactions with other Donees or Donors, or any violation of these Terms of Use, or applicable law, by you or by someone accessing the Site via your account. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter subject to indemnification by you, in which event you agree to cooperate with us in defending such claims. This indemnification, defence and hold harmless obligation will survive these Terms of Use and the termination of your use of this Site.

Jurisdictional Issues

We control and operate this Site from our facilities in Australia, and unless otherwise specified, the materials displayed on this Site are presented solely for the purpose of promoting products and services available Australia, its territories, possessions, and protectorates. We do not represent that materials on this Site are appropriate or available for use in other locations. If you choose to access this Site from other locations, you are responsible for compliance with local laws, if and to the extent local laws are applicable.

Applicable Law; No Waiver; Severability

These Terms of Use, and the relationship between you and us, will be governed by the laws of the Australia and the State of New South Wales, without giving effect to any principles of conflicts of law. Our failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision.

In the event that a provision of these Terms of Use is found to be unlawful, conflicting with another provision of the Terms of Use, or otherwise unenforceable, you and we nevertheless agree that the court should endeavour to give effect to intentions as reflected in the provision, and the other provisions in the Terms of Use will remain in full force and effect. If two or more provisions are deemed to conflict with each other's operation, Good360 shall have the sole right to elect which provision remains in force.

Governing Jurisdiction

Any dispute not initiated in small claims court will be litigated in a court of competent jurisdiction only in a federal or state court sitting in the Commonwealth of Australia. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this terms of use in any other court or forum. Each party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this terms of use in the Federal or State courts sitting in the

Commonwealth of Australia, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

Security

While we endeavour to protect the security and integrity of sensitive personal information collected via this Site, due to the inherent nature of the Internet as an open global communications vehicle, we cannot guarantee that any information, during transmission through the Internet or while stored on our system or otherwise in our care, will be absolutely safe from intrusion by others, such as hackers.

If you correspond with us by e-mail, text message, or using web forms like a “contact us” feature on our Site, you should be aware that your transmission might not be secure. A third party could view the information you send in transit by such means. We will have no liability for disclosure of your information due to errors or unauthorised acts of third parties during or after transmission.

If you create an account on our Site, you are responsible for maintaining the strict confidentiality of your account password, and you shall be responsible for any activity that occurs using your account credentials, whether or not you authorised such activity. Please notify us of any unauthorised use of your password or account or any other breach of security.

If we believe that the security of your personal information in our care may have been compromised, we may seek to notify you of that development. If a notification is appropriate, we will endeavour to notify you as promptly as possible under the circumstances. If we have your e-mail address, we may notify you by e-mail. You consent to our use of e-mail as a means of such notification. If you prefer for us to use the Australia Postal Service to notify you in this situation, please e-mail us at contact@good360.org.au.

Disclaimer of Warranties

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- THE SITE WILL MEET ANY PARTICULAR REQUIREMENTS OR PROVIDE ANY PARTICULAR RESULTS,

- THE INFORMATION ON THE SITE WILL BE ACCURATE OR UP-TO-DATE,
- THE SITE OR THE INFORMATION TRANSMITTED TO OR FROM IT OR STORED ON IT WILL BE SECURE FROM UNAUTHORISED ACCESS,
- INFORMATION AND MATERIALS THAT YOU STORE IN YOUR ACCOUNT OR ON THIS SITE WILL REMAIN RETRIEVABLE AND UNCORRUPTED, OR
- THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED.

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In no event will we or any of Our Representatives, be liable for any damages (including, without limitation, direct, indirect, special, incidental, consequential, exemplary or punitive damages) arising from, or directly or indirectly related to, the use of, or the inability to use, this site (or the content, materials and functions provided as part of this site), whether in an action of contract, negligence, or strict liability, even if we knew, should have known or had been advised of the possibility of such damages. In such states, our liability and the liability of Our Representatives, is limited to the fullest extent permitted by such state law.

Changes to the Terms of Use

Good360 periodically reviews and updates these Terms of Use and reserves the right to do so at any time. If we decide to change our Terms of Use, we will post those changes to our Site. Such changes will be effective when posted. We may also, in our sole discretion, notify you of such changes via email to your email address that we have in our records. By continuing to access or use this Site after those changes become effective, you agree to be bound by the Terms of Use as modified.

Other

These Terms of Use, any additional terms and conditions that are referenced herein or otherwise may apply to specific areas of this Site, constitute the entire agreement between us and you with respect to this Site. This agreement is personal to you and you may not assign it to anyone.

These Terms of Use are not intended to benefit any third party, and do not create any third party beneficiaries. Accordingly, these Terms of Use may only be invoked or enforced by you or us.

Last Updated: 6 May 2019

