



act. Terms & Conditions

Section 1 - General

1.1 This section of the *act.* Terms & Conditions applies to everyone using *act.* to make a difference – from the generous individuals signing up as *activists* or *supporters* to contribute to exciting projects, to the organisations and people running these projects (the *activators*).

1.2 *You* agree to be bound by these *act.* Terms & Conditions by continuing to access www.letsact.com.au, by signing up for an *act. product*, or by signing up as an *activist*, *supporter* or *activator*. If *you* do not agree to these *act.* Terms & Conditions, please stop using this site immediately.

Just to be clear, these *act.* Terms & Conditions don't apply in respect of any regulated activity that we undertake (such as an activity under the *Corporations Act 2001* (Cth) or the *National Consumer Credit Protection Act 2009* (Cth)).

1.3 To sign-up to *act.*:

- a) as an *activist* or *supporter*, you must be an individual aged 16 or over; or
- b) as an *activator*, you must be an individual aged 18 or over, a company, an incorporated association or a partnership (with the individual partners all being aged 18 or over).

If *you* don't fit this criteria, unfortunately *you* can't be part of the *act.* revolution right now! But please do come back when *you* are old enough or have the right legal structure in place.

1.4. If *you* are an individual using *act.* in *your* personal capacity, *you* promise to *us* that *you* are aged 16 or over and that *you* are not an undischarged bankrupt, or in the process of becoming a bankrupt / entering into an arrangement for the protection of creditors under the *Bankruptcy Act 1966* (Cth).

1.5. If *you* are an individual using *act.* for or on behalf of a company, incorporated association or partnership that is an *activator*, *you* promise to *us* that *you* have the authority to act on behalf of the *activator* and to enter into these *act.* Terms & Conditions on behalf of the *activator*. *You* also promise that the *activator* is not insolvent (i.e. that the *activator* is able to pay its debts as and when they fall due).

1.6. To make these *act.* Terms & Conditions easier to read, we've included a few definitions throughout. So unless the context requires otherwise, where the words below are used in these *act.* Terms & Conditions they will mean:

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| act. | The <i>act.</i> platform at www.letsact.com.au . |
| <i>act. division</i> | The <i>act. division</i> of Community Sector Banking Pty Ltd ABN 88 098 858 765 |
| <i>act. product holder</i> | An individual who has signed up for one (or more) of <i>our act.</i> products. |
| <i>act. product</i> | A product of <i>act.</i> available from www.bendigobank.com.au/act or by calling 1300 ACT TODAY (1300 228 863). |
| <i>activist</i> | <i>act. product holders</i> that have signed up for an <i>activist</i> account on <i>act.</i> <i>Activists</i> are able to support the many exciting social impact projects listed on <i>act.</i> |
| <i>act. associates</i> | All related body corporates of <i>ours</i> (in accordance with the <i>Corporations Act 2001</i> (Cth) definition of 'related body corporates'), Bendigo and Adelaide Bank Limited, and all employees, officers, contractors, directors, as |

act. Terms & Conditions



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|-------------------------------------|---|
| | signs, suppliers, and representatives of <i>us, our</i> related body corporates and Bendigo and Adelaide Bank Limited. |
| <i>activator</i> | An organisation or individual that is running an exciting social impact project listed on <i>act</i> . <i>Activators</i> are using <i>act</i> . to raise much needed funds to carry out <i>projects</i> aimed at making a positive impact on society. |
| <i>direct pledge</i> | A <i>pledge</i> made to a <i>project</i> by <i>activists</i> or <i>supporters</i> using their credit card or debit card. <i>Direct pledges</i> must be in Australian dollars. |
| <i>DGRs</i> | Organisations able to receive income tax-deductible gifts and tax-deductible contributions from donors. These organisations are endorsed by the Australian Taxation Office as <i>DGRs</i> or are named in Australian tax legislation. |
| <i>DGR receipt</i> | A receipt issued by a <i>DGR</i> to a donor for a tax deductible gift or contribution received by the <i>DGR</i> . To be valid the receipt must contain certain information as set by the Australian Taxation Office. |
| <i>funding target</i> | The amount of money an <i>activator</i> is seeking to raise for a particular <i>project</i> . |
| <i>impact account</i> | See clause 1.12 below |
| <i>impact dollars</i> | As set out in clause 1.12 below, <i>impact dollars</i> are a reflection of the portion of <i>our</i> profits on <i>act. products</i> that we set aside and notionally add the value of into an <i>activist's impact account</i> , for pledging to <i>projects</i> . |
| <i>matched funding arrangement</i> | As set out in clause 1.16 below, a <i>matched funding</i> arrangement is an offer by an organisation or individual to 'match' <i>pledges</i> (in full or in part) made to a specific project by <i>activists</i> or <i>supporters</i> . |
| <i>merchant facility provider</i> | Bendigo and Adelaide Bank Limited, the provider of the merchant facility used to settle credit and debit card transactions made on <i>act</i> . |
| <i>payment processing partner</i> | Fat Zebra Pty Ltd, the independent third party that we have engaged to run the payment facility on <i>act</i> . |
| <i>pledge</i> | A commitment by an <i>activist</i> or a <i>supporter</i> to financially contribute to a <i>project</i> , either using their own money (both <i>activists</i> and <i>supporters</i>) or <i>impact dollars</i> (<i>activists</i> only). |
| <i>project</i> | The wonderful, exciting, positive social impact <i>projects</i> that <i>activators</i> are raising funds to carry out. |
| <i>project deadline</i> | The end date for a <i>project</i> . A <i>project</i> must hit its <i>funding target</i> by its <i>project deadline</i> to be successful. |
| <i>project governance committee</i> | <i>Our</i> committee that approves <i>projects</i> for listing on <i>act</i> . |
| <i>project period</i> | The period that a <i>project</i> is live on <i>act.</i> , during which <i>activists</i> and <i>supporters</i> are able to make <i>pledges</i> to the <i>project</i> . The maximum <i>project period</i> is usually 60 days. |
| <i>successful project</i> | A <i>project</i> that reaches its <i>funding target</i> on or before the <i>project deadline</i> . |
| <i>supporter</i> | An individual that has signed up for a <i>supporter</i> account on the <i>act</i> . platform. <i>Supporters</i> are able to support the many exciting social impact |

projects listed on *act.*

you / your

You means *you* – the person reading these *act.* Terms & Conditions. If *you* are an *activist* or a *supporter*, *you* just means *you* personally.

we / us / our

act. is a division of Community Sector Banking Pty Ltd. Community Sector Banking Pty Ltd ABN 88 098 858 765, Authorised Representative No 265317. Level 1, Wing C, Innovation Campus, Squires Way, North Wollongong NSW 2500. Community Sector Banking Pty Ltd is an authorised representative of Bendigo and Adelaide Bank Limited AFSL 237879

1.7. When *you* sign-up to *act.* as either an *activator*, *activist* or *supporter*, *you* must provide *us* with all relevant information required to set up *your* account. *You* acknowledge and promise to *us* that the information *you* provide *us* during the sign-up process is accurate, complete and up-to-date. *You* acknowledge that *we* are relying on *you* providing *us* with accurate information in how *we* run *act.*

1.8. *We* reserve the right to amend these *act.* Terms & Conditions at any time and *we* will let *you* know when changes are going to happen via *your* account messages. Only the online version of these *act.* Terms & Conditions (available at www.letsact.com.au) is guaranteed to be the most up-to-date version, so please check back here regularly. Any changes *we* do make will take immediate effect from the moment they are posted live on www.letsact.com.au.

1.9. *We* hope you love *act.* as much as *we* do and can't bear to see it offline even for a minute. Unfortunately *we* might need to take *act.* offline to perform maintenance and updates from time to time. Where possible *we* will let *you* know in advance when *we* need to do this, but sometimes *we* might need to perform emergency maintenance and won't have time to let *you* know. While the system is down (for whatever reason), *we're* not responsible for any lost fundraising opportunities or other losses *you* may incur as a result.

1.10. *Activators* are trying to do good things. To do these good things and make a positive social impact, *activators* need to raise funds to carry out their projects. When an *activator* lists a project on *act.* they are seeking the support of generous *activists* and *supporters* to help them raise enough funds to carry out their *project* and make a difference. All *projects* must be designed to achieve a positive social impact or *we* will not accept the *project* onto *act.* *Our project governance committee* carefully reviews all *project* applications from *activators* to ensure only those *projects* that reflect *act.*'s core philosophy end up on *act.* Please note this is simply *us* reviewing what *we're* being told is proposed by *activators* will, if delivered, reflect the core philosophies of *act.* *We* are not able to verify in any way, or endorse, any particular *activator* or *project* beyond this very high level review.

Projects on *act.* work on a typical crowd funding model. Basically:

a) Each *project* has a *funding target* set by the *activator*. The *funding target* is the amount of money the *activator* believes they need to carry out the *project*.

b) If an *activist* or *supporter* would like to support a *project*, they make a *pledge* to that *project* – either using *impact dollars* in their *impact account* (*activists* only) or using their own credit or debit card (both *activists* and *supporters*). A *pledge* is a commitment to contribute a specified amount of *impact dollars* and/or *direct pledge* funds to a *project* if the *funding target* is reached – no funds are transferred at the time of a *pledge*. More information on how *pledges* work can be found in Sections 2 and 3 of these *act.* Terms & Conditions.

c) *Projects* operate on an 'all or nothing' funding model. A *project* typically has a maximum of 60 days to reach its *funding target* or the *activator* does not receive any of the *pledges* made to the *project*. If a *project* reaches its *funding target*, *pledges* are processed and the *activator* takes the funds it

receives and then gets to work in trying to make a positive social impact with its *project*.

1.11. We know we said earlier that *projects* have just 60 days to reach their *funding target*, but this might not always be the case. In exceptional circumstances we might extend a *project deadline* slightly beyond the initial 60 day period. Any extensions are at *our* sole discretion, but we will make sure the new deadline is communicated to *activists* and *supporters* supporting the *project* through *act*.

1.12. By signing up for one or more *act. products*, *activists* have the opportunity to direct a portion of *our* profits on these products through the accrual of *impact dollars* which we will deposit into their *impact account*. When an *act. product* holder signs up to *act.* and becomes an *activist*, they will be able to see their *impact account*.

Activists can then *pledge* funds in the form of *impact dollars* in their *impact account* on *act.* to any of the *projects* on *act.* – donating banking profits to worthwhile causes!

Without wanting to get too technical, because we want to support worthwhile causes, we let *activists* direct a percentage of the profit we earn on their *act. products* to *project/s* of their choosing. We set aside a percentage of our profits on *act. products* for *pledging* to *projects*, and notionally add the value we have set aside into an *activist's impact account* which we reflect in the form of *impact dollars*. The more *act. products* which are used by an *activist*, and the more frequently an *activist* uses their *act. products*, the more *impact dollars* which will accrue in their *impact account* and the more an *activist* can *pledge* to *projects*.

Although we allow *activists* to *pledge* the *impact dollars* in their *impact account* in accordance with these *act. Terms & Conditions*, *activists* have no legal right to convert the *impact dollars* in their *impact account* into any currency, and cannot transfer the value of their *impact dollars* into any other bank or financial institution account, redeem it for cash, or do anything else other than *pledge* it to *projects*. The ability to *pledge impact dollars* is always subject to compliance with these *act. Terms & Conditions*, of course.

On www.letsact.com.au/banking you will find a calculator that lets you work out approximately how many *impact dollars* you can accrue based on your anticipated usage of your *act. products*. The information on that page is for illustrative purposes only and does not form part of these *act. Terms & Conditions*. The information on that page is subject to change at any time and all changes will take immediate effect from the time any changes are posted live to that page.

In order to *pledge impact dollars* accrued in their *impact account*, an *act. product holder* must also sign up to *act.* as an *activist*. We will let *impact dollars* accrue in a temporary *impact account* for the 4 weeks leading up to the date an *act. product holder* registers as an *activist*. This means that if an *act. product holder* registers as an *activist* at any time within 4 weeks after they have signed up for an *act. product*, their *impact account* will be credited with all *impact dollars* that they would have been eligible for during that time. However, if an *act. product holder* does not register as an *activist* until sometime after 4 weeks from the date they signed up for their *act. product*, then their *impact account* will only be credited with *impact dollars* accrued in the 4 week period leading up to the date they registered as an *activist*. *Activists* that take their time registering could be missing out on a lot of *impact dollars*, so we encourage registering on *act.* as soon as possible after signing up for an *act. product*!

Since the whole purpose of *impact accounts* is to give *activists* a chance to direct part of *our* profits to worthwhile causes, we don't want *impact accounts* to accrue *impact dollars* indefinitely without these *impact dollars* ever being *pledged* to a *project*. If an *impact account* has been inactive for a period of 2 years, we reserve the right to *pledge* all of the *impact dollars* accrued in that *impact account* to a *project* of our choosing.

If *impact dollars* have never been *pledged* from an *impact account*, the 2 year period of inactivity is calculated from the day *impact dollars* began to accrue in the *impact account*. If *impact dollars* have



previously been *pledged* from an *impact account*, the 2 year period of inactivity is calculated from the day the most recent *pledge* from the *impact account* was made.

If *you're* keen on doing good things with *your* banking but don't want to manage *your* own *impact account*, that's no problem. *You* can ask *us* to allocate any *impact dollars* that *you* accrue from *your* *act. products* into someone else's *impact account* – say, a friend or relative of *yours* (let's call them *your 'nominee impact account holder'*).

If *you* choose to do this, *you* need to complete *our* online [impact dollar nomination form](#) to let *us* know the name of *your nominee impact account holder* (who must be an *activist* with a valid *act. account*). Starting from the first business day of the next month after *we* receive *your* request, *we'll* start putting *your impact dollars* in the *impact account* of *your nominee impact account holder*. *Your nominee impact account holder* can then start *pledging* *your impact dollars* to the many exciting *projects* on *act.* as if they had accrued the *impact dollars* themselves.

Once *impact dollars* have been allocated into the *impact account* of a *nominee impact account holder* *we* can't get them back for *you*, so please nominate wisely. If at any time *you* want to switch back and start accruing *impact dollars* in *your* own *impact account* again, please email *us* and *we'll* arrange for this to start happening from the first business day of the next month after *we* receive *your* request.

So as an *activist*, it's possible that *you* could receive *impact dollars* in *your* *impact account* which *you* weren't expecting (thanks to someone nominating *you* as their *nominee impact account holder*). If this happens to *you*, be grateful and put the *impact dollars* towards a great cause on *act.!*

1.13. Remember, *act.* is a place for good. By using *act.* *you* agree to follow *our* basic principles of conduct and ethics. *You* are accountable for *your* actions on *act.* and must exercise common sense and good judgment in all *your* interactions with others and any posts *you* make on *act.* Be respectful with any content that *you* post and comments *you* make to other users – *we're* all here for the same reason, to do good things and support good causes! When posting anything on *act.*, avoid content that could be viewed as malicious, obscene, threatening or intimidating, or that might constitute harassment, bullying or otherwise be offensive to others. *You* must not post any information that contains or promotes illegal products, materials or statements. *We* reserve the right to remove any content that *you* have posted on *act.* that *we* deem inappropriate.

1.14. *act.* is exciting, fresh and constantly evolving. Information might be added to the platform by *activators*, *activists*, *supporters* and *us*. *We* make no guarantees about the quality of the information / data available on *act.* (including any errors or omissions) and *you* are responsible for making *your* own enquiries before acting on any information you read on *act.* *We* do not endorse the views of *activators*, *activists* or *supporters* that appear on *act.* nor do *we* endorse any particular *project* that appears on *act.*

1.15. Sometimes a *project* may need to be removed from *act.* before the *project deadline*. This is not something *we* like doing, but circumstances may require *us* to remove a *project* either at the request of an *activator*, or for other reasons. *We* reserve the right to remove *projects* at *our* sole discretion. Where *we* can *we* will provide *you* with reasons for the removal of a *project*, but unfortunately this might not always be possible depending on the circumstances. If a *project* is removed before the *project deadline*, the *project* will be deemed unsuccessful irrespective of the amount *pledged* as at that date and payments for *pledges* will not be processed.

1.16. Sometimes generous Australian organisations or individuals want to be a part of the *act.* revolution and wish to help double (or more!) *pledges* made to a particular *project* – *we* call them *our matched funders*.

Matched funders are generally so excited about a particular *project* that they'll agree to match *pledges* to a *project* 'dollar for dollar' (or even greater, depending on how generous the *matched funder* is feeling).

If a matched funding arrangement is in place for a project, the relevant project page on act. will let you know about it and how it works.

Basically, if a 'dollar for dollar' *matched funding arrangement* is in place for a *project*, if you *pledge* \$1 (either in real money or the *impact dollars* equivalent) to that *project* the *matched funder* will contribute a further \$1 on top of your *pledge*, helping the *project* to hopefully reach its target even sooner – how good is that?!

Matched funding arrangements may be limitless (e.g. no matter how big the *project* target is, the *matched funder* will match every *pledge* made by *activists* or *supporters* to that *project*) or they may have a maximum *matched funding* limit in place (e.g. the *matched funder* might match the first \$5,000 of *pledges* made to a *project* but no more). It is even possible to have more than one *matched funder* supporting a single awesome *project*, meaning *your pledge* could be matched by any number of generous partners. The *project* will always specify the type of *matched funding arrangement* in place (if any).

1.17. *Your privacy is important to us. As a division of a franchisee of the Bendigo and Adelaide Bank Group, act. follows the Bendigo and Adelaide Bank Group Privacy Policy and Credit Reporting Policy, which are available [here](#). This Privacy Policy sets out how we manage your personal and sensitive information and protect your privacy in accordance with the Australian Privacy Principles. Other ways we may potentially use or disclose your information specifically related to the activities of the act. platform are set out in these act. Terms Conditions.*

1.18. *We established act. to help connect worthwhile social impact causes with generous individuals willing to fund these causes, whether by using a percentage of our profits or their own money. act. is just a facilitator helping to connect activists and supporters seeking to support projects with activators carrying out projects. When activators and activists / supporters enter into an agreement with each other through act., we are not a party to the agreement between them and the agreement cannot be enforced against us. There is no relationship of employer and employee, principal and agent, broker, servant or partnership between us and activists, supporters or activators. What you all choose to agree to is independent of act. and act. is not bound by that agreement and will not become involved in any way, other than as agreed in these act. Terms & Conditions.*

1.19. *act. is a place for good. To the extent the law allows, we don't get involved in any disputes between you and other activators, activists or supporters that may arise from or in connection with your use of act. If you believe you have an issue with another user of act., please contact them directly to try resolve it.*

However, if you believe a user has breached these act. Terms & Conditions or has behaved inappropriately on act. (for example, by bullying another user), please let us know as soon as possible so that we can investigate and take action (if required).

1.20. *act. was made by Australians for Australians. We're pretty confident we've complied with all Australian laws that may apply to act., but every country is different. If you are accessing or using act. from outside of Australia, you do so at your own risk and we make no guarantee that using act. is permitted in countries outside of Australia.*

1.21. *You cannot assign your obligations under these act. Terms & Conditions without our prior written consent. They are personal to you as an activist, supporter or activator and your obligations continue while your act. account remains open.*

We reserve the right to transfer or assign our obligations under these act. Terms & Conditions to a third party in the future without obtaining your consent.

1.22. *We're not perfect, even though we'd like to be. While we will at all times use our best endeavours to*

comply with these *act*. Terms & Conditions, if *we* fail to perform *our* obligations under these *act*. Terms & Conditions, or there is a delay in *us* performing *our* obligations, *you* agree that *we're* not liable to *you* and *you* release and indemnify *us* and *our act. associates* in respect of any consequences as a result (even if *we* and/or *our act. associates* are negligent).

1.23. Another wordy legal clause here, but *we* need to make sure *we* are able to give *you* the best possible experience when *you* use *act*. For the avoidance of doubt (as some of these are already dealt with in other parts of these *act*. Terms & Conditions), *we* reserve the right, in *our* sole discretion and for whatever reason deemed suitable by *us*, and at any time and without advance notice to *you*, to:

- a) remove, suspend or not accept a *project, activator, activist* or *supporter* onto *act.*;
- b) reverse, cancel or not allow a *pledge* to a *project*; and/or
- c) vary the contents of a *project* on *act.*, either before the *project* is accepted or at any time while the *project* is live.

1.24. Another paragraph *our* lawyers wrote for *us* – sorry. To the extent the law allows *us* to, *we* disclaim all conditions, warranties and guarantees expressed or implied, and all rights and remedies conferred on *you*, by statute, the common law, equity, trade, custom or usage or otherwise and all those conditions and warranties and all those rights and remedies are excluded other than those that *we're* not allowed to exclude (for instance, those that may not be excludable under the Australian Consumer Law). To the extent permitted by law, *our* liability for a breach of a right or remedy in connection with these *act*. Terms & Conditions is limited to *our* having to supply to *you* a similar service again (i.e. as an *activator*, allowing *you* to list a new, similar *project* on *act.*, or as an *activist / supporter*, allowing *you* to *pledge* to another similar *project* on *act.*).

1.25. *We're* extremely proud of *act*. and are excited by the positive social impact possible through *act*.! Just to be clear, *act*. is *ours* and *we* own all intellectual property in *act*. itself (including the domain name www.letsact.com.au and the source code, underlying algorithms, etc., in the platform) and in all materials on *act*. (excluding those which are uploaded to *act*. by *you* or which *we* use under licence, of course). Basically, because *we* want *you* to enjoy *act*. as much as *we* do *we* give *you* a temporary non-exclusive right to use *act*. (and *our* intellectual property in *act*.) in accordance with these *act*. Terms & Conditions.

1.26. *Projects* on *act*. are exciting. Whether *you're* an *activist*, a *supporter* or an *activator*, *we* get that *you* might like a *project* so much that *you'll* want to tell the world about it. If *you* do spread the word about a *project* on *act*. in any way (such as through social media, texting *your* friends, traditional advertising, etc.), then *you* agree that *we* are not responsible for, and *you* release *us* and *our act. associates* from liability in connection with, *your* communications or omissions about a *project* on *act*. or *act*. itself, no matter the medium. *You* agree to indemnify *us* and *our act. associates* in the event anyone takes legal steps against *us* for a breach by *you* of this promise.

1.27. *We're* really sorry, but *we* need to get all legal on *you* again here.

- a) If *we* fail to exercise any of *our* rights under these *act*. Terms & Conditions that does not mean *we* waive *our* rights to exercise those rights later. If *we* do exercise a right (partially or in full but just once), that doesn't mean *we* can't again exercise that right later.
- b) None of the terms, conditions or any matter or thing done under or in connection with these *act*. Terms & Conditions operates as a merger of any of the rights and remedies of *you* or *us* under these *act*. Terms & Conditions, but such rights and remedies will at all times continue in full force and effect.
- c) These *act*. Terms & Conditions only confer rights and benefits on *you* and *us* (including *our act. associates*), and not on any other person, unless otherwise set out in these *act*. Terms & Conditions.
- d) Just to be clear, nothing contained in this *act*. Terms & Conditions will be deemed or construed by



you or *us* or by any other person as creating a relationship of partnership or of principal and agent or of joint venture between or amongst *you* or *us*.

e) *You* agree that these *act*. Terms & Conditions cover the entire agreement between *us* in respect of *your* use of *act*. Nothing *we* may have said or represented to *you* will form part of the agreement *we* have with *you* unless it is expressly written in these *act*. Terms & Conditions.

f) If for some reason a provision of these *act*. Terms & Conditions is void or invalid in any jurisdiction, then it is void or invalid in that jurisdiction only to that extent, without invalidating or affecting the remaining provisions of these *act*. Terms & Conditions or the validity of that provision in any other jurisdiction.

g) The rights of *you* or *us* conferred by these *act*. Terms & Conditions are cumulative and are not exclusive of any rights provided by law.

h) These *act*. Terms & Conditions will be construed in accordance with the laws of the State of Victoria and *you* and *we* agree to submit to the jurisdiction of that State.

Section 2 - activists and supporters

2.1 This section of the *act*. Terms & Conditions only applies to *activists* and *supporters* (the generous people donating to *projects* on *act*.) and a reference in this section to *you* or *your* means *activists* and/or *supporters* only.

If *you're* an *activator* (someone running a *project* on *act*.), move along to Section 3 for the terms that relate to *your* use of *act*.

2.2 If *you* decide to financially support a *project*, *you* make a *pledge* to that *project*. A *pledge* is a commitment by *you* to contribute money towards a *project*, but no money actually changes hands unless and until the *project* reaches its *funding target* (more on this below).

If *you* are an *activist*, *you* can make a *pledge* in one of two ways:

- a) *you* can make a *direct pledge* of *your* own money from *your* credit card or debit card; or
- b) *you* can make a *pledge* of *impact dollars* in *your* *impact account*.

And if *you* are feeling particularly generous, *you* can do both!

As a *supporter*, *you* can make a *direct pledge* of *your* own money from *your* credit card or debit card.

Direct pledges (activists and supporters).

If *you* make a *pledge* from *your* credit card or debit card, *your* card is not charged at the time *you* make the *pledge*. *Our* *payment processing partner* will hold onto *your* payment details (securely) until the *project deadline* (including any extensions *we* might allow) arrives to see if the *project* hits its *funding target*. If the *target* has been reached, *your* *pledged* amount will be charged to *your* credit or debit card and these funds will then be forwarded to the *activator* to carry out the *project* *you've* supported. If the *project funding target* is not reached *your* credit or debit card is not charged and no money is transferred to the *activator*.

Because *direct pledges* aren't actually processed unless a *project* is successful, *you* are responsible for making sure *you* have sufficient funds available on *your* credit card or debit card for at least 5 business days on and from the *project deadline* to allow the payment to go through when it is processed (which is typically within 24 hours after the *project deadline*). If *your* credit or debit card is declined and/or *our* *payment processing partner* is unable to process *your* *pledge* for whatever reason, it will re-attempt to process *your* *pledge* within 5 business days after the *project deadline*. *You* are responsible for any fees that *you* may incur from *your* financial institution, and any fees or losses that *we* may incur, as a result of



you not having sufficient funds available at the time the payment is processed.

We do not keep any of *your* credit card or debit card details *ourselves*. The payment facility on *act.* is run by *our payment processing partner* and only they have access to the payment data *you* enter on *act.* in order to facilitate payment of *your pledge*. We do not have access to *your* payment information and *you* agree to release and indemnify *us* and *our act. associates* from any liability past, present or future from all claims, suits, demands, actions or proceedings arising out of or connected with *our payment processing partner* and/or *you* submitting *your* credit card or debit card details on *act.* (even if *we* and/or *our act. associates* are negligent).

Impact account pledges (activists only)

As an *activist*, if *you* make a *pledge* from the funds in *your impact account*, we reduce the amount of funds available in *your impact account* by the amount of *your pledge*, at the time *your pledge* is made. We still won't actually transfer the funds to the *activator* unless and until the *project* is successful, but we can't leave the funds sitting in *your impact account*. If *we* do *you* might accidentally *pledge* these funds to other *projects* and not have enough funds available in *your impact account* if all those *projects* are successful. If a *project* *you* have supported using funds in *your impact account* is unsuccessful, we will return the pledged funds to *your impact account*. If the *project* is successful, Community Sector Banking Pty Ltd will pay real money to the nominated *project* on *your* behalf equal to the *impact dollars* pledged by *you*, but in Australian currency.

All pledges

Once *you* make a *pledge*, the *pledge* is final and *you* can't take it back. *act.* is about raising much needed funds to do good things, so to make it easy for everyone to see exactly how much money has been *pledged* to a *project* we cannot allow *you* to withdraw a *pledge* after *you* have made it. This wouldn't be in the spirit of *act.* *Pledges*, however, will be returned if the nominated *project* is unsuccessful in meeting its *funding target*.

You can *pledge* any amount from \$1 up, so feel free to *pledge* as much or as little as *you* like to the wonderful *projects* on *act.*

And don't forget a *pledge* is a contribution to a *project*. It doesn't give *you* any rights to the *project* itself – let the *activators* take care of carrying out the *project* while *you* sit back and bask in the knowledge that *you* contributed to a worthwhile cause.

Activators may need to cancel or refund a *pledge* *you* have made to their *project*. We doubt this is something they would want to do often – after all, *act.* is about raising funds to do good things – but *activators* are allowed to cancel or refund *your pledge* at any time and for any reason at their sole discretion. We also reserve the right to do this at *our* sole discretion should we believe it is appropriate in the circumstances.

2.3 *Our* merchant facility provider charges a small fee on all credit card transactions processed through the payment facility on *act.* So that *our activators* aren't forced to pay these fees (which would reduce the funds available to them to carry out their important *projects*), these fees need to be passed on to *you* at the time *your* credit card is charged for a *pledge* made to a successful *project*. The merchant fee is a flat \$0.30 on all *pledges* irrespective of the amount *pledged*, but *you'll* only be charged the fee if and when the *project* is successful and *your pledge* is processed.

2.4 These *act.* Terms & Conditions are important. If *we* find out that *you've* breached any of the provisions in these Terms & Conditions, or if *you* in any way do something that damages the reputation of *our act. associates* or *us*, *we* might have to suspend or terminate *your activist* or *supporter* account. If *we* have to do this, *we* may do so without advance notice to *you*. Please don't make *us* have to do this.



2.5 We hate to get all legal on *you*, but by signing up to *act.* *you* agree to release and indemnify *us* and *our act. associates* from any liability past, present or future from all claims, suits, demands, actions or proceedings arising out of or connected with a breach of these *act.* Terms & Conditions and/or misuse of the *act.* platform either by *you* or someone else using *your* account (even if *we* and/or *our act. associates* are negligent). Also, *we* take no responsibility for someone else logging on and using *your* account, so please keep *your* password secure and don't share it with anyone!

2.6 *act.* is a place where *you* can find out about the many exciting *projects* *activators* are hoping to carry out to make a positive difference. However, the presence of a *project* or *activator* on *act.* should not be taken as an endorsement of that *project* or *activator* by *us*. *We* simply provide the platform to connect *you* with *activators*. *We* do not guarantee the accuracy of any information on a *project* listing, the identity of an *activator*, the potential success or impact of a *project*, whether the *activator* will actually carry out the *project* and/or how *pledged funds* will actually be used by an *activator*. *You* make a *pledge* to a *project* run by an *activator*, *you* do not make a *pledge* to *us*. *You* are responsible for independently checking out an *activator* or *project* and making sure *you* are comfortable with them before making a *pledge*.

2.7 *You'll* find a lot of information on *act.* about the many exciting and interesting *activators* on the platform, so much so that *you* might be inspired to do more than just *pledge* to a *project*. If *you* decide to get in contact with an *activator* outside of *act.* or to link up with an *activator* in an ongoing capacity (e.g. by volunteering *your* time or seeking employment with an *activator*), *we* think that's great – but if *you* do, it's *your* choice to do so and *we* take no responsibility for anything that may happen as a result.

2.8 *act.* is an exciting new way to contribute to worthwhile causes and make a positive social impact, but maintaining and upgrading the *act.* platform to make this possible isn't cheap. To pay for maintenance and upgrades to *act.*, *we* need to charge *activators* a small fee for listing their *projects*. *Activators* are fully aware of the fee they will incur on a successful *project*, and *we* ask them to take this into account when setting their *funding target* – because when *you* contribute to a *project*, *we* want *you* to know that the *funding target* set by the *activator* has taken expenses into account and is enough to allow the *activator* to carry out the *project* to completion based on their projections at the time they list a *project*.

We recognise that crowd funding activities may not always go to plan and worthy *projects* might miss out on their *funding target*. *We're* not in the business of taking money away from worthwhile causes and organisations for simply having a go at something different, so that's why *we* don't charge any fees on *projects* that don't reach their *funding target*. *We* want to encourage people to make a positive social impact through *act.*, so *we're* happy to wear those costs.

2.9 *Activators* are grateful for *your* support and want to say 'thanks' for your *pledge*. Sometimes *activators* think that words are not enough to show their appreciation for your generous support, so they might want to send *you* a little something as a token of their appreciation. These 'little somethings' (rewards) might include things such as pens, t-shirts, mugs, caps, toys, etc. – something the *activator* feels might be of interest to *you*.

A *project* listing will always make it clear whether the *activator* is offering a reward as a thank you for *your* generous donation. So that the *activator* can send *you* your reward, *you'll* need to provide *us* with *your* mailing address when *pledging* to these *projects*. If *you* do not enter *your* mailing address when making a *pledge* then the *activator* will be unable to send *you* your reward.

While *we* don't provide *you* with tax advice, it's important to keep in mind that if *you* receive a reward for *your* *pledge* then it may not necessarily be considered a tax deductible 'donation' for tax purposes. *We* recommend *you* speak to *your* accountant or tax advisor before making a *pledge* if *you* have any questions about this.



You agree that act. is in no way responsible for the types of rewards offered by activators, whether or not you actually receive the rewards promised, or for any taxation consequences that may arise as a result of you pledging to a project that offers a reward.

Without boring you with all of the legal details, if you are an activist and you make a pledge using impact dollars in your impact account you are asking us to donate a share of our profits on act. products to the activator. This means that we are legally entitled to the rewards an activator might be offering as a thank you for donations – but we couldn't do that to you! So that the rewards end up going where they belong – i.e. you – we irrevocably and unconditionally assign our rights to receive any rewards that we might be entitled to receive as a result of your pledging of impact dollars in your impact account, to you (as the impact account holder).

2.10 We encourage activators to keep in touch with their activists and supporters – receiving updates about a project you have contributed to lets you see where your money is going and makes you feel like you're a part of something special.

When signing up to act. we'll ask you whether you consent to act. passing on your contact details to the activators running projects you have supported so they can get in contact with you during and after the project.

If you don't want to be contacted by activators, then where possible we won't disclose any of your details to them. However, there may be some circumstances where we must pass on some of your details to an activator, even though you have requested not to be contacted by them. For example, if you make a tax deductible pledge to an activator we will need to provide the activator with enough details for them to issue you with a tax deductible receipt for your pledge (such as your full name and email address). If we do not pass on these details, the activator will be unable to issue you with a receipt for your donation – which (if the donation is tax deductible) might not be very fun around tax time! Also, if you make a pledge to a project and your credit or debit card is declined at the time the pledge is processed (for any reason), we will pass on your details to the activator running the project so that they can follow up your declined pledge with you directly.

If you do not wish to be contacted by an activator aside from them giving you a receipt or making sure your pledge is received in full, we'll always pass on your request not to be contacted. Unfortunately, we can't control the actions of activators and we do not guarantee that activators will follow your 'no contact' request. If this occurs, you will have to follow it up with the activator directly.

2.11 Depending on the type of project you are supporting, and the activator involved, your pledge may be tax deductible, and if so you will be eligible to receive a DGR receipt for your pledge – supporting social impact and your wallet at tax time, all with a single pledge!

As much as we'd like to, we can't control the actions of activators. If you have asked for a DGR receipt when making a direct pledge to a project, the activator is responsible for issuing you with a receipt when the pledged funds are received by the activator (if the project reaches its funding target). We will pass on your name and contact details to the activator so that they can prepare a receipt for you, but we are unable to issue receipts ourselves and we do not provide any guarantee that activators will issue you with a receipt. If you do not receive your DGR receipt, you will have to follow this up directly with the activator.

You will only be potentially eligible for a DGR receipt for the direct pledges made by you. Unfortunately, the donation by us of our money as a result of you directing the use of your impact dollars (if you are an activist) as a pledge to a project is not going to allow you to also receive a DGR receipt for that part of your pledge.

We make no representations about the tax deductibility or otherwise of pledges made to any project on



act. For the avoidance of doubt, not all *pledges* made via *act.* are directly tax deductible. All questions about *DGR receipts* should be directed to the *activator* running the particular *project*. If you have any questions about the tax deductibility of a *pledge* you wish to make to a *project*, we recommend you speak to your accountant or tax advisor.

2.12 While we carry out some checks on *activators* before accepting them on *act.*, we can't guarantee that *activators* will always do what they say they will do. We in no way represent that *activators* will in fact carry out the *projects* listed on *act.* or provide any guarantee that your *pledged* funds will be used as described by *activators* in their *project* listing.

2.13 We allow over subscriptions to *projects* on *act.* Basically, you are able to continue *pledging* to a *project* right up to the *project deadline* even if the *funding target* has already been reached.

Why do we allow this, you ask? We recognise that some *projects* will be so good that you and other *activists / supporters* might want to just keep on giving no matter how much money has already been raised. Just because a *project* has hit its *funding target* doesn't mean that the *activator* running the *project* doesn't need extra funds to help them create an even bigger, better *project* and greater social impact!

Our *project* listings include an up-to-the-minute *pledge* counter showing just how much money has already been *pledged* to a *project*. This means that you'll always know exactly where a *project* sits in relation to its *funding target* before deciding to make a *pledge yourself* – so if you're not comfortable with an *activator* receiving more money than they were originally seeking, you can decide to give that *project* a miss and make a *pledge* to another *project* that you believe is in greater need of your *pledge*.

Our Terms & Conditions with *activators* (in Section 3 below) require them to put any surplus funds received to good use for a purpose consistent with the desired social impact of the *project*. Unfortunately we can't guarantee that this will happen, so any *pledges* you make to a *project* that has already reached its funding target are made at your own risk.

2.14 You agree that we are in no way responsible for any *matched funding arrangements* in respect of a *project* that you have *pledged* to. If a *matched funding partner* fails to match your *pledge* to the *project* or fails to account to the *activator* for the matched funds for whatever reason, you agree that you cannot make any complaint or claim against us as a result of this.

Section 3 - activators

3.1 This section of the *act.* Terms & Conditions only applies to *activators* (the people running the *projects* on *act.*) and a reference in this section to you or your means *activators* only.

If you're an *activist* or *supporter* (i.e one of the generous people donating to *projects*), go back to Section 2 for the terms that relate to your use of *act.*

3.2 As part of the sign-up process, you will need to upload certain documents to *act.* We reserve the right, and you authorise us, to contact the issuer of any documents you upload to *act.* so that we can verify their authenticity.

3.3 *act.* is a place for good. We only accept *projects* on *act.* that are aiming to create a positive social impact. We will not accept *projects* that involve any illegal activities or any *projects* that we believe are not in the spirit of *act.*

Before a *project* is accepted on *act.* it must be approved by our *project governance committee* to ensure only those *projects* that reflect *act.*'s core philosophy end up on *act.*

Our *project governance committee* is comprised of 5 members as follows:



- 2 representatives of the *act. division*
- 1 representative of Bendigo and Adelaide Bank Limited
- 1 representative of Community 21 Limited
- 1 independent representative

Your application to list a *project* on *act.* is carefully reviewed by *our project governance committee* and a decision on whether *your project* has been accepted will typically be communicated to *you* within 3 business days of *us* receiving all of the information necessary to review *your* application. All decisions of the *project governance committee* are final and are made at its sole discretion.

When reviewing *your* application to list a *project* on *act.*, the *project governance committee* takes into account:

- a) the quality of the identification and other required information *you* have provided during the application process;
- b) the degree of positive social impact that will be generated by *your project*;
- c) the degree of risk associated with *your project* for *us* and the *act.* brand; and
- d) anything else *we* deem appropriate in the circumstances.

If *your project* is accepted on *act.* but is not successful in reaching its *funding target*, *you* are welcome to re-submit *your project*. *Your project* must again pass the approval criteria above before it is accepted on *act.* by *our project governance committee*.

If *your project* is accepted on *act.*, once *your project* is live *you* are unable to alter the *project deadline* or *funding target* for the *project*. *We* do allow *you* to make changes to the contents of *your project* listing while a *project* is live on *act.*, however, any changes must not be substantive in respect of the *project* specifications and the desired social impact (which *we* reserve the right to determine in *our* sole discretion).

3.4 As set out in Section 1 of these *act.* Terms & Conditions, *projects* on *act.* operate on an 'all or nothing' funding model. This means that unless *your project* reaches its *funding target* by the *project deadline*, *you* will not receive any of the *pledged funds* – so, *you* receive everything *pledged* to *your project* or nothing at all, depending on whether *your project* succeeds. *You* acknowledge that *you* are not eligible to receive any funds from *us*, *activists* and/or *supporters* for unsuccessful *projects*. *We* are not responsible in any way if *your project* fails to meet its *funding target* by the *project deadline*. *You* agree that *you* will not take any action in reliance on funds *you* anticipate receiving for a *project* until such funds have been remitted to *your* bank account after the *project deadline*.

3.5 When *we* accept a *project* of *yours* on *act.*, the *project* listing is likely to include materials specific to *your project* or *you* as an *activator*. By uploading any materials to *act.* for inclusion on *your project* listing:

- a) *you* warrant either that *you* are the owner of the intellectual property in these materials or that *you* have consent of the owner of the intellectual property in these materials to use the materials in connection with *your project*; and
- b) *you* unconditionally and irrevocably agree to grant to *us* a non-exclusive, irrevocable, royalty-free, worldwide licence to display, modify, reproduce, publish or use the materials in any other way for the purpose of including *your project* on *act.*

3.6 *We* recognise that crowd funding activities may not always go to plan. *We're* not in the business of taking money away from worthwhile causes for simply having a go at something different, so that's why *we* don't charge any fees on *projects* that do not reach their *funding target*. *We* want to encourage



people to make a positive social impact through *act.*, so *we're* happy to wear *our* costs for those *projects*. Subject to *you* meeting our *project* selection criteria, *you're* welcome to have another go at listing *your project* on *act*.

You agree that the fee *we* charge *you* for a successful *project* on *act*. is not commission-based or a fee intended to derive a profit for *us*, and *you* agree that the fees *we* charge are reasonably necessary to cover *our* costs of maintaining and upgrading *act*. and listing *your project* on *act*.

The range of fees charged for successful *projects* can be found at www.letsact.com.au/fees.

You agree to pay to *us* the fee applicable to *your project* (if successful) and *you* agree that this fee may be deducted from the *pledges* that *we* will distribute to *you* following the completion of *your project deadline*.

3.7 If *your project* reaches its *funding target*, *our payment processing partner* will process the *direct pledges* made to *your project* and transfer funds from the *pledges* successfully processed into *our* holding account. Subject to *us* verifying the bank account that *you* want the funds to be transferred to (*you* will need to provide *us* with documentation proving ownership of the account), *we* will transfer the *pledges* that were successfully processed to *you* approximately 15 business days after the *project* has completed. *We* are not responsible for, and *you* release *us* from liability in connection with, any delays in the transfer of *pledged* funds to *you* if this 15 business day timeframe cannot be adhered to for any reason (even if *we* and/or *our act. associates* are negligent).

3.8 *act.* is not responsible for chasing *pledges* from *activists* or *supporters* which have not been successfully processed for any reason. If *your project* is successful but an *activist's* or *supporter's* credit or debit card is declined (for whatever reason) when the payment is processed, *you* are solely responsible for recovering that *pledge* from the *activist* or *supporter* (if *you* wish). Within approximately 5 business days of the *project deadline* of a successful *project*, *act.'s payment processing partner* will attempt to again charge the credit or debit cards of all *activists* or *supporters* whose *pledges* were declined in the first instance. *act.* will take no further part in attempting to recover unprocessed *pledges*.

You must take the possibility of unprocessed *pledges* into account when setting the *funding target* for *your project* in order to ensure that *you* receive sufficient funds (if *your project* is successful) to carry out the *project* as proposed.

3.9 A general description of *matched funding arrangements* is set out in Section 1 of these *act. Terms & Conditions*.

Matched funding partners can be sourced in a number of ways. *We* may be approached by an Australian business or individual wanting to be a part of *act.* as a matched funding partner, *we* may seek out businesses or individuals that *we* believe might be interested in becoming a matched funding partner, or *you* may have a business or individual in mind to be a matched funding partner for *your project* either at the time of listing the *project* or any time during the *project period*.

If *we* are approached by and/or seek out a business or individual that is interested in becoming a matched funding partner for *your project*, *you* will receive a message to *your activator* account on *act.* asking *you* to approve the proposed *matched funding arrangement* before it is put in place. If *you* provide *us* with details of a business or individual interested in becoming a matched funding partner for *your project*, *you* authorise *us* to contact that business or individual directly to discuss the proposed *matched funding arrangement*.

You agree that *we* are in no way responsible for any *matched funding arrangements* *you* have agreed to



accept for *your project* regardless of the manner in which the *matched funding arrangement* comes into being. If a matched funding partner fails to account to *you* for the promised matched funds, *you* are solely responsible for recovering those funds from the matched funding partner.

3.10 Subject to the restrictions contained in this clause, we allow you to offer rewards to activists and supporters as incentives for making a pledge to your project.

Rewards must be non-monetary items only with a value not exceeding the value of a pledge to *your project* eligible to receive that reward, and all rewards must be pre-approved by *us* before they can be offered to *activists*. Aside from providing a pre-approved reward to an *activist* or *supporter* and actually carrying out the *project*, *you* must not provide an *activist* or *supporter* with any other form of benefit in connection with a *pledge*. Rewards must not involve the offering of financial products, financial returns or incentives, proprietary interests, securities, derivatives etc. – *act.* is a place for *activists* and *supporters* to *pledge* to a specific *project*, not for *you* to carry out capital fundraising activities (or similar). *You* agree that *act.* in no way constitutes a managed investment scheme and that *you* will not provide any rewards, or do or allow to be done anything, that could result in a contravention of the *Corporations Act 2001* (Cth) by *you* or *us*.

We reserve the right at *our* sole discretion to refuse one or more rewards that *you* wish to offer to *activists* and *supporters* for *pledges* made to *your project*. All rewards must not fall outside the general spirit of *act.*, must not cause or have the potential to cause offense to others and must not involve any illegal items or activities.

If *you* attempt to offer rewards to *activists* and *supporters* that have not been pre-approved by *us*, we reserve the right to take such action against *you* as we deem appropriate in the circumstances, including but not limited to, suspending or terminating *your* account or removing *your project* from *act.*

If *you* do offer rewards (that have been pre-approved by *us*) to *activists* and *supporters*, *you* will use *your* best endeavours to deliver the rewards to all *activists* and *supporters* eligible to receive them equally. *You* must ensure that *you* have sufficient rewards on hand (or are able to source these) in order to deliver rewards within a reasonable time period after *your project* is successful. *You* will also use *your* best endeavours not to use *pledged* funds in order to fund *your* costs in connection with providing the rewards.

3.11 *You* must not make any misleading statements in *your project* listing about the potential tax deductibility of *pledges* to *your project*. *You* must not give *activists* and *supporters* the impression that *pledges* made to *your project* are tax deductible as gifts / donations if *you* do not have *DGR* status.

If *you* do have *DGR* status but the nature or details of *your project* will not allow *you* to issue *DGR receipts* or will otherwise not allow *pledges* to *your project* to be tax deductible (for whatever reason), *you* must not falsely or recklessly represent to *activists* and/or *supporters* that *pledges* will or may be tax deductible. For example, if *you* are offering rewards as incentives for *activists* and *supporters* to *pledge* to *your project*, *pledges* made to *your project* may not be tax deductible gifts depending on the type of reward offered. If *you* do have *DGR* status and are offering rewards for *pledges* to *your project*, *you* must ensure *your project* listing does not falsely represent to *activists* and/or *supporters* that *pledges* will be tax deductible where this may not be the case.

We reserve the right to delete potentially misleading statements about the tax deductibility of donations from *your project* listing without notice to *you*.

If *your* organisation has *DGR* status, *you* are solely responsible for issuing *DGR receipts* to *activists* and *supporters* for *pledges* made to *your project* (if applicable). We are not responsible for issuing *DGR receipts* and we will provide no assistance to *you* for this purpose other than to provide *you* with relevant details of the *activists* and *supporters* who have supported *your project* (where they are available to *us*

and the *activist* or *supporter* has authorised *us* to disclose them to *you*). *You* agree to indemnify *us* and *our act. associates* from any liability past, present or future from all claims, suits, demands, actions or proceedings arising out of or connected with *your* issuing of or failure to issue *DGR receipts* to *activists* and/or *supporters*.

3.12 *We* do not guarantee or represent that *pledges you* receive through *act.* are charitable donations. Depending on *your* tax status and other factors, *pledges* made in support of *your project* might be considered income for taxation purposes and *you* may be liable to pay income (or any other) tax on funds received. *We* recommend *you* speak to *your* accountant or tax advisor in this regard and rely on that advice in *your* engagement with *act.*

You release and indemnify *us* and *our act. associates* in respect of any taxation consequences that may arise as a result of *your* decision to list (and any involvement with) a *project* on *act.*

3.13 By submitting a *project* to *act.* *you* agree to comply with all applicable State and Federal fundraising laws.

You agree to indemnify *us* and *our act. associates* from any liability past, present or future from all claims, suits, demands, actions or proceedings arising out of or connected with any breach by *you* or *us* of a State or Federal fundraising law.

3.14 Running a *project* on *act.* is a big responsibility. *Activists* and *supporters* care about *your projects* and *we* want to make sure they receive the best possible information about *your projects* so that they can make informed decisions about *pledging*. So that *you* can help *us* make this happen, *you* agree to:

- a) make sure all information on *your project* listing is up-to-date and accurate at all times;
- b) let *us* know immediately if something happens that might compromise *your project's* proposed social impact or *your* ability to carry out *your project*;
- c) keep *activists* and *supporters* updated on the progress / success of *your project* by posting updates on *act.* about *your project* both 1 month and 6 months after the *project deadline*;
- d) promptly provide any additional information or materials about *you* or *your project* that *we* ask *you* for;
- e) obtain, and continue to maintain at all relevant times, any licences, approvals, consents or other permissions that may be required for *you* to carry out *your project*.

3.15 *We* encourage *you* to keep in touch with *your activists* and *supporters* on *act.* – receiving updates about a *project* *activists* / *supporters* have contributed to helps them to appreciate the great work *you* are doing and helps them to feel a part of *your project*.

You are able to communicate with *supporters* of *your project* through *act.* Updates can be sent to all *supporters* of *your project* (whether the *project* is completed or ongoing) through *your act. account* messages.

When an *activist* or *supporter* signs up to *act.*, *we* ask them whether they consent to being contacted outside of *act.* by the *activators* running the *projects* that they have supported on *act.* If an *activist* or *supporter* that has supported *your project* consents to being contacted by *you* outside of *act.*, *we* will pass on their contact details to *you* to enable *you* to get in touch with them.

Sometimes *we* will need to provide *you* with an *activist's* or *supporter's* contact details even where they have not consented to *you* contacting them outside of *act.* For example, this would include where *you* are a *DGR* and an *activist* or *supporter* has supported *your project*, making them eligible to receive a *DGR receipt* from *you* for their *pledge*. In these circumstances *we* will advise *you* that the *activist* / *supporter* has not consented to being contacted by *you* except for being provided with a *DGR receipt* (if

applicable). *You* must not attempt to contact such *activists / supporters* outside of *act.* and/or add such *activists / supporters* to your mailing lists, databases, etc. *You* are only permitted to provide such *activists / supporters* with a *DGR receipt* (or other such specified purpose) and *you* must respect the privacy wishes of all *activists* and *supporters*.

You must comply with all privacy, SPAM and any other legislation that may apply to *you* or *your project* in connection with *your* use of *act.*, communications with *activists* and *supporters* or the carrying out of *your project*. *You* agree to indemnify *us* and *our act. associates* from any liability past, present or future from all claims, suits, demands, actions or proceedings arising out of or connected with any breach of a law by *you*.

3.16 If *your project* is successful, *you* must carry out the *project* using the funds *you* have received through *act.* to the specifications and within the timeframes that *you* have communicated to your *activists / supporters* in your *project* listing.

We appreciate that unforeseen events may impact on *your* ability to carry out the *project* as planned. Where this occurs, *you* must communicate with the *activists* and *supporters* that have *pledged* funds to *your project* as soon as reasonably practicable to let them know of any changes to the *project* or to how the *pledged* funds will be used and the use of such funds must always be in the same spirit as the initial *project* description.

You agree to indemnify *us* and *our act. associates* from any liability past, present or future from all claims, suits, demands, actions or proceedings arising out of or connected with *your* use of the funds *you* receive for a *project* listed on *act.*

3.17 We allow over-subscriptions to *projects* on *act.* Basically, *activists* and *supporters* are able to continue *pledging* to *your project* right up to the *project deadline* even if the *funding target* has already been reached. This means that a successful *project* could receive *pledged* funds much greater than *your* anticipated costs for carrying out the *project*.

You agree that in the event *you* receive through *act.* any funds over and above the amount of *your funding target*, *you* will only use those funds in a manner consistent with the desired social impact set out in *your project* listing.

We will provide *you* with an email notification if *your project* reaches its *funding target*. When *you* submit a *project* for approval *you* must include a description of how *you* intend to use any surplus funds *pledged* to *your project*. This is required to ensure that *activists* and *supporters* continuing to *pledge* (and those that have already *pledged*) have an understanding of how surplus *pledged* funds will be used.

3.18 *act.* is a place for good. If *you*:

- a) are in breach of these *act.* Terms & Conditions;
- b) in any way do something that damages the reputation of *our act. associates* or *us*; or
- c) if *we* believe (at our discretion) that *you* are in any way manipulating the *pledge* system on *act.* to *your* advantage or to the disadvantage of others,

then *we* reserve the right to take such action as *we* deem appropriate in the circumstances, including but not limited to, suspending or terminating *your* account or removing *your project* from *act.*

3.19 By signing up to *act.* *you* agree to release and indemnify *us* and *our act. associates* from any liability past, present or future from all claims, suits, demands, actions or proceedings arising out of or connected with a breach of these *act.* Terms & Conditions and/or misuse of *act.* either by *you* or someone else using *your* account (even if *we* and/or *our act. associates* are negligent). *We* take no responsibility for someone else logging on and using *your* account, so please keep *your* password secure.



3.20 Without affecting any rights or remedies available to *us* at law or in equity, if:

- a) being a natural person, a trustee is appointed to *your* estate in bankruptcy, there is an assignment or arrangement of *your* property, or a composition of *your* debts under any law relating to bankruptcy; or
- b) being a corporation or incorporated association (and subject to any applicable laws dealing with insolvency of incorporated associations), *you* become insolvent or become the subject of an unsatisfied demand under s.459E of the *Corporations Act 2001* (Cth), or otherwise enter into an arrangement for the benefit of creditors,

then *you* are in breach of these *act. Terms & Conditions* and *we* reserve the right to suspend or terminate *your* account immediately and without prior notice to *you*.

If *your* account is terminated under this clause, all incomplete or unsettled projects (i.e. at any time prior to *you* actually receiving any *pledged* funds from *us*) are void and *we* are not liable to pay to *you* (or *your* executor or insolvency practitioner as the case may be) any *pledges* made to *your projects* by *activists* using *impact account* funds.

3.21 If *you* are a natural person, then in the event of *your* death *we* reserve the right to suspend or terminate *your activator* account immediately and without notice to *your* estate. If *your* account is terminated under this clause, all incomplete or unsettled *projects* are void and *we* are not liable to pay to *your* estate any *pledges* made to *your projects* by *activists* using *impact account* funds.