

**Good 4 Global Charity Foundation Ltd
Good 4 Global Limited**

On behalf of all Affiliates and Software Licensees

Website terms and conditions relate to all online transactions, goods and services purchased by Retail Consumers, payments online, deposits to Account.

Contents

- 1** Definitions
- 2** Our contract with you
- 3** Your Account with us, and Privacy Policy.
- 4** Price and Payment
- 5** Delivery
- 6** Foreign taxes and duties
- 7** Disclaimers
- 8** Content and Intellectual Property Rights
- 9** Your email address
- 10** System Security
- 11** Indemnity
- 12** Ordering, Refunds, Credits or Returns Policy
- 13** Miscellaneous provisions

These terms and conditions regulate the business relationship between you and us. By using Our Website in any way, or by buying from us, you agree to be bound by them.

No person under the age of 18 years may purchase Goods.

We are: %GOOD 4 GLOBAL+
 GOOD 4 GLOBAL CHARITY FOUNDATION LTD ABN 29 601 503 897
 GOOD 4 GLOBAL LTD ABN 48 603 492 922

Our Registered Office is: 3/19 Mitchell Dr Greenhills NSW 2323 AUSTRALIA

You are: a visitor to Our Website

The terms and conditions

1 Definitions

In this agreement:

- | | |
|---------------------|--|
| %Consumer+ | means any natural person who, in connection with this agreement, is acting for purposes which are outside his business. |
| %Our Website+ | means the entire computing hardware and software installation that is or supports Our Website. |
| %Goods or Services+ | means any of the Goods or Services we offer for sale on our Website, or provide to a Consumer on behalf of various 3 rd party Suppliers |
| %Supplier+ | means any 3 rd Party supplier of Goods or Service%procured to effect fulfilment of a Consumer Order or request. Each Supplier bears their own risk in the supply of Goods and each is responsible for the respective warranties and guarantees offered. |
| %Content+ | means any material in any form published on Our Website by us or any third party with our consent. |

~~Material~~

means Content of any sort posted by you on Our Website

2 Our contract with you

These terms and conditions apply:

- 2.1 So far as the context allows, to you as a visitor to Our Website; and
- 2.2 In any event to you as a buyer or prospective buyer of Goods or Services, or a donor.
- 2.3 We shall accept your order by e-mail confirmation. That is when our contract is made.
- 2.4 We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods or Services.

3 Our Account with you, Privacy, Data Collection and Use of Information

- 3.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods or Services.
- 3.2 If you use the website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer.
- 3.3 You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.
- 3.4 We reserve the right to refuse you access to Our Website.
- 3.5 Our privacy policy sets out how Good 4 Global uses, discloses and protects any personal information that you provide or that we collect, when you use this website or that we collect directly from you.

We are committed to ensuring that your personal information is protected. If we ask you to provide certain information by which you can be identified when using this website, it will only be used in accordance with this

privacy policy and the Australian Privacy Principles. If you do not wish to provide personal information to us then you do not have to do so, but it may affect your use of this website or the products and services offered on it.

We may change this policy from time to time by updating this page. You should check this page regularly to ensure that you are at all times aware of the current policy. This policy is effective from 1st June, 2017.

If you do not wish to provide personal information to us, then you do not have to do so, however it may affect your use of this website or any products and services offered on it.

3.6 Collection of personal information

We may ask you to provide the following information:

- ~ name;
- ~ job title;
- ~ contact information, including email address;
- ~ demographic information such as address, postcode, preferences and interests; and
- ~ other information relevant to customer surveys and/or promotions.

We do not collect sensitive information about visitors to our website.

WE DO NOT STORE CONSUMER'S CREDIT CARD DETAILS.

As with most online businesses, we may log information about your access and use of our Site, including through the use of Internet cookies, your communications with our Site, the type of browser you are using, the type of operating system you are using and the domain name of your Internet service provider.

We may contact you to voluntarily respond to questionnaires, surveys or market research to seek your opinion and feedback. Providing this information is optional to you.

If we receive your personal information from third parties, we will protect it as set out in this Policy.

3.7 Use of personal information

We collect and use the personal information for purposes including:

- ~ to better understand your needs, enabling us to improve our products and services;
- ~ for internal record keeping;
- ~ to circulate promotional emails about new products, special offers or other information which we think you may find interesting;

- ~ direct marketing;
- ~ to contact you (by telephone, email, fax or mail) for market research purposes; and
- ~ to customise the website according to your interests.

3.8 Disclosure of Personal Information

We may disclose personal information:

- ~ for the purpose of providing services to customers;
- ~ to credit reporting agencies and courts, tribunals, regulatory authorities where customers fail to pay for goods or services provided by us to them;
- ~ to courts, tribunals, regulatory authorities, and law enforcement officers as required by law, in connection with any actual or prospective legal proceedings, or in order to establish, exercise or defend our legal rights; and
- ~ to affiliated third parties, in particular the charity or not-for-profit group who initially referred the Retail Consumer to Good 4 Global, technology providers, agents or sub-contractors, who assist us in providing information, products, services or direct marketing to you. This may include affiliated parties located outside of Australia.

Where we disclose your personal information to third parties for these purposes, the third party will be obligated to use that personal information in accordance with our Privacy Policy.

If there is a change of control of our business or a sale or transfer of business assets, we reserve the right to transfer to the extent permissible at law our user databases, together with any personal information and non-personal information contained in those databases. This information may be disclosed to a potential purchaser. We would seek to only disclose information in good faith and where we have sought to maintain confidentiality.

3.9 Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- ~ whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used for direct marketing purposes; and
- ~ if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by emailing us at support@good4global.com.

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so.

We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information that we hold about you, in certain circumstances set out in the Privacy Act 1988 (Cth). An administrative fee may be payable for the provision of information. If you would like a copy of the information which we hold about you please write to P.O. Box 2175 Ocean Shores, New South Wales, 2483, Australia or email us at support@good4global.com. We will respond within a reasonable time. We may refuse to provide you with information that we hold about you, in certain circumstances set out in the Privacy Act.

If you believe that any information we hold on you is inaccurate, out of date, incomplete, irrelevant or misleading, please email us at support@good4global.com. We will respond to any request within a reasonable time and will endeavour to promptly correct any personal information found to be incorrect so that the personal information is accurate, up to date, complete, relevant and not misleading.

3.10 Complaints

If you believe that we have breached the Australian Privacy Principles and wish to make a complaint about that breach then please email us at support@good4global.com setting out details of the breach. We will promptly investigate your complaint and respond to you in writing setting out the outcome of our investigation, what steps we propose to take to remedy the breach and any other action we will take to deal with your complaint.

4 Price and Payment

- 4.1 We endeavour to keep our website prices updated and accurate but it is possible that the price may have increased from that published. If that happens, we will not send your order until you have confirmed that you wish to order at the new price.
- 4.2 All banking charges and all other charges relating to payment in a currency other than AUD Dollars will be borne by you.
- 4.3 Any information given by us in relation to exchange rates are approximate only and may vary from time to time.

5 Delivery

- 5.1 Delivery of Physical Goods will be made by Australia Post or other method selected at time of ordering eg registered courier at consumer's cost as agreed to at time of ordering.

6 Foreign taxes and duties

- 6.1 If you are a consumer from outside Australia, we have no knowledge of, and no responsibility for, the laws in your country.

7 Disclaimers

- 7.1 We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Goods or Services, at any time and without advance notice.
- 7.2 You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.
- 7.3 We give no warranty and make no representation, express or implied, as to:
- 7.3.1 the adequacy or appropriateness of the Goods for your purpose;
 - 7.3.2 the truth of any Content on Our Website published by someone other than us;
 - 7.3.3 any implied warranty or condition as to merchantability or fitness of the Goods for a purpose other than that for which the Goods are commonly used;
 - 7.3.4 Compatibility of Our Website with your equipment, software or telecommunications connection.
- 7.4 Our Website contains links to other Internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.

- 7.5 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Goods.
- 7.6 In any event, including the event that any term or condition or obligation on our part (~~implied Term~~) is implied into these conditions by law, then our liability is limited to the maximum extent permitted by law, to the value of the goods or services you have purchased.
- 7.7 The above two sub paragraphs do not apply to a claim for personal injury.

8 Content and Intellectual Property Rights

- 8.1 We will defend the intellectual property rights in connection with our Goods, Services and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 8.2 We also claim copyright in the designs and compilation of all Content of Our Website. Title, ownership rights, shall remain the sole property of us and / or the other content provider. We will strongly protect those rights in all countries.
- 8.3 Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
- 8.4 You may not use our name or logos or trade marks or any other Content on any website of yours or that of any other person without our express written permission.
- 8.5 Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

9 Your email address

- 9.1 You represent that any username or email address selected by you, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and has not been selected for any unlawful purpose.
- 9.2 You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection.
- 9.3 You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.
- 9.4 You acknowledge and agree that we shall not be required to communicate with you save the email address provided by you.
- 9.5 You acknowledge and agree that you are a) solely responsible for ensuring that you have provided and maintained an email address and; b) that we shall not be liable to you for any failure in communication; and you indemnify us for any loss, however such losses arose.

10 System Security

- 10.1 We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted.
- 10.2 You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.
- 10.3 You may not use any software tool for the purpose of extracting data from our website.
- 10.4 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

- 10.5 Good 4 Global protects your personal information by complying with Information Security Standards, Industry Schemes and Statutory obligations. We understand that you may be concerned about the security of the personal information we collect from you online. Accordingly, we have systems in place to ensure our online dealings with you are as secure as your dealings with us in person, or on the telephone.
- 10.6 In those instances where we collect your personal information, upon receipt, we use the industry standard encryption software, Secured Socket Layer (SSL) 256 bit encryption. The URL in your browser will change to "HTTPS" instead of "HTTP" when this security feature is invoked. Your browser may also display a lock symbol on its bottom task bar line to indicate this secure transmission is in place
- 10.7 We employ appropriate technical, administrative and physical procedures to protect personal information from unauthorized disclosure, loss, misuse or alteration
- 10.8 We employ security programs and services to monitor network traffic in order to identify attempts to breach our security

11 Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Web Site, your posting any Material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

12 Refunds, Credits and Returns.

Refund Policy

Good 4 Global will investigate any dispute arising from a donation received through an online transaction. Except in exceptional circumstances such as

several months lapsing between a donation and refund request, we will generally refund any donated funds where a reasonable request is received. To dispute a transaction please call the Supporter Relations team on 02 9095 4233 and/or email us at: support@good4global.com

We do not provide any refund if the customer changes his/her mind or decide that the product is not quite what he/she were looking for . defined as %Customer Remorse+ Further, the Consumer warrants that no Credit Card charge-backs will be raised in the case of a donation and that there can be no cancellation of deposits made relating to your Account without our consent. In the event of any of the foregoing occurring, you agree to indemnify us for any costs, claims, damages and expenses relating to or arising in connection with this, including any expense incurred by us in recovering such amounts. For the avoidance of doubt, donations, Account Top ups are deemed to be a non-refundable item. The Consumer agrees that the addition of funds (following a successful account top up Credit card transaction) to their secure admin portal constitutes Order fulfilment. These funds are available for their use in purchasing fundraising and/or consumer goods. Any un-used portion of deposited funds appearing as available funds in the Account balance may be withdrawn by Consumer at any time, subject to approval at the absolute discretion of Good 4 Global.

Credits and Returns

We accept returns for physical Products under certain circumstances described below, but we do not provide any refund if the customer changes his/her mind or decide that the product is not quite what he/she were looking for . defined as %Customer Remorse+

On behalf of the Consumer we will endeavour to negotiate with a Supplier, any customer refund/credit requested (for physical Product only). This is on a best efforts basis and is conditional upon the Consumer first seeking a Return Authorisation number, and can cite reasonable grounds for requesting a refund/credit. %Customer Remorse+is deemed to be unreasonable grounds for the Consumer's request.

Such refund/credit will only be issued upon receipt of the returned Goods to us in an un-used condition and in its original packaging, accompanied by the %Return Authorisation Number+issued.

Goods must be returned at Consumer's cost.

13 Miscellaneous provisions

- 13.1 When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 13.2 Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of those goods or service.
- 13.3 Nothing in this agreement or on Our Website shall confer on any third party any benefit or obligation, other than the assumed Warranty/Guarantee responsibility of any 3rd party Supplier.
- 13.4 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 13.5 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.
- 13.6 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 13.7 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.
- 13.8 This Agreement shall be governed by and construed in accordance with the laws of New South Wales. You agree that the courts of New South Wales have sole and exclusive jurisdiction in determining any dispute. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.