

Be Collective

General Terms

be collective[®]

becollective.com

GENERAL TERMS

Effective Date of this version: 1 March 2019

Welcome to the Be Collective platform. The service we provide through our platform is a free service unless you have subscribed as an organisation for the Be Collective Plus service, in which case, there are some additional terms that apply to your use of the platform which are set out below in the section headed 'Be Collective Plus Users'.

The service provides a platform through which you can volunteer for your preferred positions with organisations that offer those positions. It will keep a record of your volunteering activities and other details relating to you as described in the platform itself.

Your use of our platform and the services we provide is subject to the terms and conditions contained in this document as well as the relevant Privacy Policy and, in certain circumstances which we will explain, other terms and conditions which apply because we use third party service providers for certain components of our service (collectively, the General Terms). These Terms may be updated from time to time.

By clicking or tapping on the "Sign Up" check box, you are confirming your acceptance of our General Terms for the period for which you use of the platform and our services from the time you start your use until you cease using the platform (which you may do without registering) or the service (if you register with us).

If you are accepting these General Terms on behalf of your organisation, a school or other educational institution, government entity or any other entity that is not an individual (the details for which you will need to enter when you register that organisation) (organisation), you are representing to Be Collective that you are authorised to do so on behalf of that organisation. This includes your organisation's related body corporates (as that term is defined in the Corporations Act 2001 (Cth)) if you have also specifically subscribed for those related body corporates you have included in your registration details. In addition, specific additional provisions apply to you – see Section 15. The terms, "you" and "your" and similar terms will refer to the named organisation and, if you have also subscribed for related body corporates, also refers to those named related body corporates.

Anyone who is registered with Be Collective is a 'User' – whether or not that person has registered as an individual or through an organisation which has signed up to the Institutional Terms.

Be Collective reserves the right to decline your registration or to cancel your registration if the information you provide transpires to be false or misleading in any way.

Be Collective Licence

Licence to use Be Collective platform and service

Subject to these General Terms, Be Collective grants to you a limited, non-exclusive, non-transferable licence, without the right to sublicense, to remotely access and use the Be Collective service. Your use is solely for you and not anyone else and is only for screen access to input and retrieve data.

Your licence to us

If you are a volunteer organisation subscribing to these General Terms, you grant to Be Collective a limited, non-exclusive, non-transferable licence, without the right to sublicense, to use your URL address and link to your website for the purposes of connecting volunteers with you, for the purpose of making donations and if you are a third party organisation offering facilities or resources for use by volunteers or organisations, for the purposes of advertising the availability of those facilities and resources. This license includes the right to reproduce information you provide and your Data on our platform and to provide access to users for the purposes of providing our services. If you have given permission to other users or persons to access and view

your Social Record, the licence you have granted extends to allowing that access to the persons you have nominated and continues until such time as you revoke that permission by updating your registration details.

Your account and your obligations

Your account

You are liable for all activity on your account. You will need to set up your account in the platform including your unique identification and password which you need to keep secret. You are solely responsible for any activities or actions undertaken using your account, whether or not you have authorised such activities or actions. If you are an employee user or student user, you should note that your employer or educational institution will have visibility of relevant activity. You will immediately notify Be Collective of any unauthorised use of your account which you become aware of.

Keep your details accurate

You warrant to Be Collective that all the registration information you provide when opening your account is complete, true and accurate in all respects and that you will maintain and promptly update such information and material to keep it true, accurate, current and complete.

Remember to backup

To the extent permitted by applicable law, Be Collective will not be liable for any failure to store, or for loss or corruption of, your Data which is under our control and in the event that it is held to be liable, Be Collective's liability is limited to restoration of the most recent version of your Data that Be Collective has backed up.

Donations

You may, if you wish to do so, make donations to organisations of your choice through our platform. Be Collective provides a link to the relevant recipient's website and you will make the donation directly to the organisation under their website and to their bank account.

Your General Obligations and Things You Must Not Do

Third party services

You will establish and maintain, at your own expense, all telecommunications equipment and internet access necessary to gain access to the Be Collective platform and service. You acknowledge that Be Collective does not have any responsibility or liability with regard to any third party services used by you on or through Be Collective Service and your use of any such third party services will be at your own risk. While Be Collective will use reasonable endeavours to maintain compatibility between third party services and the Be Collective platform and service, Be Collective is not responsible for any incompatibility between third party services and the Be Collective platform or service.

Acceptable use obligations

When you are using the Be Collective platform and service you must:

- (a) ensure there is no unauthorised access to Be Collective Service and must not share your password or User ID, let anyone else access your account, or do anything that might jeopardise the security of your account;
- (b) not cause harm or damage to Be Collective platform or service or our suppliers;

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- (c) not use Be Collective Service to upload, post, email, transmit or otherwise make available or initiate any Data that contains software viruses, worms, Trojan horses or any other computer code, files or programs that interrupt, destroy or limit the functionality of Be Collective Service that may impact the ability of any Be Collective Service user to access Be Collective Service;
- (d) not use the service to post pornographic, hateful, racist, sexist, abusive, obscene, discriminatory, offensive or threatening materials, encourage conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes, to publish falsehoods, misrepresentations, or misleading statements or to impersonate someone;
- (e) not use the service to stalk, bully, harass, defame or breach copyright;
- (f) not commit, cause or allow any breach (or do anything which might put Be Collective in breach) of any law, regulation, government direction or industry standard or code;
- (g) not use Be Collective Service to breach a person's rights (including committing defamation or infringing a person's intellectual property rights, stealing a person's identity or revealing a third party's personal information (unless you have their express permission to do so));
- (h) not use the service or platform to publish or send bulk messages or unsolicited emails. Sending unsolicited commercial emails is a violation of Australia's Spam Act 2003 (Cth) and is prohibited by law;
- (i) not attempt to or actually access Be Collective Service by any means other than through the portals or interfaces provided by Be Collective Service;
- (j) not attempt to or actually override any security component included in or underlying Be Collective Service;
- (k) not attempt or engage in any action that directly or indirectly interferes with the proper working of or place an unreasonable load on Be Collective Service or the platform; and
- (l) notify Be Collective immediately of any unauthorised access, security breach (suspected or otherwise) of Be Collective Service, or loss or misuse of confidential password or login.

Your applications for Volunteer positions

The details you enter in your record will be utilised and provided to volunteer organisations that advertise volunteer positions for which you apply. The information you will be asked to provide concerns your qualifications, work experience, (where applicable) whether or not you have completed the necessary working with children authorisations or have the necessary authorisations to undertake the volunteer position and other details specific to the particular position. You must ensure that all the information you provide is complete, accurate and not false or misleading in any way. If Be Collective is notified or becomes aware that any information you have provided does not comply with these requirements, it may immediately remove that information and cancel your registration. We will of course, give you the opportunity to respond and have the registration reinstated if you can demonstrate that your information was in fact, in compliance with these requirements.

Right to suspend Service

Be Collective reserves the right to suspend provision of your Service if you are in breach of your obligations by your act or omission, prevent or jeopardise the provision of services to other customers or compromise or jeopardise the security of other customers' data. Be Collective will provide as much notice to you as is practicable in circumstances where it proposes to suspend Service provision having regard to the nature of the circumstances causing the proposed suspension.

Unauthorised access to Be Collective Service

You indemnify and keep Be Collective and its service providers indemnified against any loss or damage (except where and to the extent that such loss or damage is consequential in nature) which Be Collective suffers as a result of any unauthorised access to Be Collective service or the platform, to the extent such unauthorised use arises from a breach of these General Terms.

Limitation

Be Collective will not be responsible or liable for any failure in the Be Collective platform or service or for your inability to use the Be Collective platform or service resulting from or attributable to:

- (a) failure of or interruption to your internet access, network, telecommunications or other service or equipment;
- (b) your, or third parties' products, services, negligence, acts or omissions;
- (c) scheduled maintenance we may carry out; or
- (d) unauthorised access by third parties.

Your Data

You retain ownership of your Data

You retain all rights, title and interest (including any intellectual property rights) in and to your data which includes the data you actually input and the data our platform generates as a result of your use of our service which includes your contact details and personal information, all information you upload to our platform including notifications and messages (your Data). Be Collective does not and will not, claim ownership over any of your Data.

Limited license to your Data

You grant to Be Collective a limited, non-exclusive, royalty-free, non-transferable license to host, reproduce, transmit, cache, store, exhibit, publish, display, distribute, perform, and otherwise use your Data solely as necessary to provide our services to you and as otherwise permitted by Be Collective's Privacy Policy. This includes the right to sublicense these rights to third parties to the extent necessary to allow you to use and take the full benefit of our services (including the necessary consents in relation to Personal Information).

Responsibility for your Data

You are solely responsible for your Data. You must ensure that you have obtained all necessary rights, releases and consents to allow your Data to be collected, used and disclosed in the manner contemplated by these General Terms and to grant Be Collective the rights you are granting to us. You are solely responsible for the accuracy and appropriateness of your Data.

Data review

Be Collective reserves the right to remove or disable access to any of your Data that, in Be Collective's sole discretion, violates the law or these General Terms or is adversely affecting the performance of the Be Collective service. Be Collective may take these actions without prior notification to you but will endeavour to provide as much notice as is practicable in the circumstances noting that if Be Collective receives a direction from a provider to remove or disable access, it will need to act immediately to comply with that direction.

Data disclosure

Be Collective reserves the right to disclose any of your Data that Be Collective deems necessary to comply with any applicable law, legal process or government request including, without limitation, account information (i.e. name, e-mail address etc), and your Data residing on within the software.

Exporting your Data

You will have full access to your Data through the platform for as long as you are registered as a user with us. With regard to any of your Data that is held within the platform, Be Collective provides you with the functionality to export your Data in JSON format, while you are a registered user. When you deregister, your account will be closed and all of your Data may be deleted.

Third party resources and links to other websites

Links to other websites maintained by third party organisations are provided on the platform to enable you to connect with those organisations which may involve you voluntarily uploading your Data to those websites. Purposes may include: to volunteer for positions that organisations advertise on our platform, to advertise available volunteer positions, to make donations and for organisations to make available facilities or resources for use by you. The inclusion of a link does not imply endorsement of the content of the external site by Be Collective. Be Collective is not responsible for and accepts no liability for the content or services provided by any third party websites, or whether the information contained on those websites is suitable for your needs.

Cookies

What are they?

A cookie is a small text file that a website you visit asks your browser to store on your computer or mobile device.

How we use them

We use cookies to understand, secure, operate, and provide our service. For example, we use cookies:

- (a) to improve our platform and service;
- (b) to put together, monitor use of and improve our FAQs; and
- (c) to remember your choices, such as your language preferences, and otherwise to customise the services for you.

If you want to stop them

You can follow the instructions provided by your browser or device (usually located under "Settings" or "Preferences") to modify your cookie settings. Please note that if you set your browser or device to disable cookies, our services may not function properly.

What we do and don't do

Our platform and service

Be Collective provides a platform through which volunteers can connect with organisations that require volunteer work to be undertaken, to enable donations to be made to organisations, and to maintain your Social Record.

What we don't do

In addition to the various instances within these General Terms where we disclaim or limit our liability, you need to note that we do not:

- (a) carry out any assessment or evaluation of any organisation you may wish to volunteer for or assist in any way. Whether or not the organisation is suitable for you, is a genuine organisation, whether it provides a safe working environment for you;
- (b) verify any volunteer position advertised and whether or not the position meets the description provided by the relevant organisation;
- (c) verify whether any organisation to which a donation is made by you is a genuine volunteer organisation or registered charity. It is your responsibility to ensure that this is the case and if you are concerned about tax deductibility of any donation, that the organisation is a registered charity capable of issuing evidence entitling you to obtain a tax deduction;
- (d) verify any details provided by a volunteer, including whether or not that person has the skills, qualifications or experience claimed and whether or not they have the necessary authorisations to volunteer for any position advertised which they respond;
- (e) carry out police checks or verify working with children authorisations of any form; and
- (f) actively monitor the use of our platform and service for breaches of these General Terms. We will however, respond to any reported breaches in accordance with the General Terms.

Reporting breaches of these Terms

Reporting breaches

If you become aware of any breach of these Terms by any user (that includes individuals and organisations) you should report that breach through the facility within the platform found that which will take you through the process and information required in order to report that breach.

Our action on receiving a breach report

On receipt of any breach report, to the extent that we can, given our limited resources, we will investigate the breach and if verified, we will take such action as is permitted under these Terms to stop the breach and to prevent its recurrence. In the event of any illegal or criminal activity, we reserve the right to refer the reported breach to the appropriate authorities including the police in addition to taking action under these Terms.

Privacy and confidentiality

Privacy

The parties will, in performing their respective obligations under these Terms, comply with Australia's Privacy Act 1988 (Cth) (the Act), and neither party will put the other in breach of the Act. In the course of using the

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Services, you or your Users may load content into the software (including your personal information and the personal information of others). Where you submit personal information of third parties (including your employees' personal information) to Be Collective through our Services, you must:

- (a) ensure that you are entitled to upload the relevant personal information to our platform Be Collective so that Be Collective may lawfully use, process and transfer the personal information in accordance with Be Collective Privacy Policy at <https://www.becollective.com/privacy-policy>; and
- (b) ensure that any relevant third party has been informed of, and has given their consent to, such use, processing and transfer of the personal information as required by all applicable privacy laws.

Privacy Policy

The Be Collective Privacy Policy details the manner in which Be Collective will treat your Data and Personal Information and describes the key features of how Be Collective will protect your Personal Information which we will adhere in handling Personal Information you transfer to us. You agree that Be Collective may use and share personal information you provide to Be Collective in accordance with our Privacy Policy.

Third Party Privacy Policies

Be Collective operates as a platform to connect volunteers with organisations that require those volunteers. This necessarily involves providing your Personal Information to those organisations when you apply for a volunteer position. At that point we transfer your Personal Information to any such organisation you have applied to, we cease to be responsible for your Personal Information and it becomes the responsibility of the third party organisation to which is the Personal Information is transferred. Accordingly, once your Personal Information is under the control of any such third party, it is subject to the that third-party's privacy policy. It is your responsibility to check the privacy policy of the relevant third party and ensure that you are satisfied that your Personal Information will be appropriately protected by that third-party whilst it is in their possession. Be Collective does not check the privacy policy of any third party and is not responsible for your Personal Information once it transfers it to a third-party.

Confidentiality

Be Collective will treat your Data as confidential information and only use and disclose it in accordance with these General Terms (including our Privacy Policy). Your Data is not considered to be confidential information if such Data:

- (a) is publicly available through no fault of Be Collective;
- (b) was rightfully received by Be Collective from a third party without restriction and without breach of an obligation of confidentiality; or
- (c) was independently developed by Be Collective without reference to your Data.

Be Collective may disclose your Data when required by law.

Security

Be Collective aims to comply with established industry practice in relation to your Data security, including: regular rotating backups; firewalls; encryption; redundancy; access control; and intrusion detection and prevention. The software is also hosted by a third party platform provider and your Data will be backed up by that provider.

Be Collective Intellectual Property

Be Collective service software IP

You acknowledge that Be Collective or its service providers are the sole and exclusive owners of all intellectual property rights in the platform. You undertake that you will not disassemble, reverse engineer or decompile, nor otherwise create or attempt to create the source code from the object code of the software in any manner. Neither these General Terms nor your use of the software grants you ownership of software, the platform, the processes we employ in the Be Collective Managed Services or the content you access through software (other than your Data). These General Terms do not grant you any right to use Be Collective's or its service provider's trademarks, business names or logos.

Agreement not to replicate

You acknowledge that by accessing the platform and the service you will gain first hand knowledge of how the service and the platform works and you agree, in return for our allowing you to use the platform and the service, that you will not either alone, through or with anyone else (including any company or other entity), establish any platform or service that is substantially the same or similar to our platform and service.

Suspension, Cancellation and Termination of Services

Suspension or Cancellation

You agree that Be Collective may cancel your Services account in the event that it discontinues the Services or if one of its service providers discontinues or terminates (for whatever reason) their service which forms a component of the Be Collective Services. Be Collective will provide at least 3 months written notice to you of such cancellation of your account by email to the email address you provide when you register with Be Collective.

Termination by us

In the event that you materially breach any of these General Terms and do not substantially cure such default within thirty (30) days after being given written notice by us specifying the default and requiring its remedy, we may, by giving written notice to you, terminate this agreement.

Termination by you

You may terminate your use of our services and the platform at any time by terminating your account. You can do so if we are in breach of these General Terms or if you simply wish to terminate your service. If you wish to do so, follow the instructions on the platform for account termination.

Effects of Cancellation and Suspension

Upon cancellation of your account:

- (a) all access to Be Collective and Be Collective's obligations to provide the Services will cease immediately as your account will be disabled; and
- (b) your Data will no longer be available as Be Collective will purge all of your Data and all of your Data will be destroyed, except if we otherwise agree in writing or we are required by law to retain your Data.

Records we will keep

To the extent we are required by law to do so or, where your involvement and use of our platform and service is as a result of your employer engaging with Be Collective, we will need to retain your registration details (in case you need to be contacted) and the record of the volunteer positions you have performed including the dates and times, any reports generated by the organisation you have worked with and any other relevant information we are required to keep either by law or by the organisation you work for. We will retain this information for as long as we are required to do so, but generally, that will be of for a period of 7 years from the date of termination of your account.

Warranty Disclaimer

Disclaimer of Warranties

To the extent permitted at law, Be Collective expressly disclaims all warranties of any kind, whether implied, with respect to Be Collective Service (including, but not limited to, the implied warranties of merchantability, fitness for a particular use or purpose, and non-infringement). Be Collective makes no warranty that Be Collective Service will meet your requirements, or that performance will be uninterrupted, timely, secure, or error free. No advice or information, whether oral or written, obtained by you from Be Collective or through the Service will create any warranty not expressly made herein.

Indemnification

Your Indemnity to Be Collective

You agree to defend, indemnify and hold harmless Be Collective, it's employees and parent corporation from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- (a) your breach of any third party right intellectual property right or privacy right;
- (b) any claim against Be Collective arising out of your criminal activity, deceit, fraud, dishonesty or misrepresentation in your personal details, qualifications, experience or your Data which you upload to our website; or
- (c) any claim against Be Collective, it's employees and parent corporation arising as a consequence of your Data infringing these General Terms.

Limitation of Liability

Exclusion of liability

To the full extent permitted by law, neither Be Collective, nor its affiliates or its service providers, will be liable to you, or your affiliates, (whether in common law, equity, contract, tort (including negligence), breach of statutory obligation or duty, for repudiation, anticipatory breach or otherwise) for:

- (a) any special, exemplary or punitive damages;
- (b) loss of your Data, loss of profit, loss of revenue, lost opportunity, loss of anticipated savings, loss of goodwill, work stoppage or business interruption, computer failure or malfunction, economic loss, cost of management time or the cost of any third parties engaged to provide services in place of the Services; or
- (c) any indirect or consequential loss, regardless whether such party has been made aware of the likelihood of such losses including any loss or damage suffered or incurred by your employees as a

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result of the Be Collective Service including missed payment, over or underpayment payments or otherwise.

Limit of liability

To the extent permitted by law, Be Collective's, its affiliates' and service providers' (specifically, the platform and software providers) collective, cumulative liability to you (or your affiliates), for all claims arising under or in relation to this agreement in relation to a specific service, whether in common law, equity, contract, tort (including negligence), breach of statutory obligation or duty, repudiation, anticipatory breach or otherwise), will not exceed when aggregated:

- (a) If you are an individual user using our service and platform at no charge, to an amount for which we are insured and if we are not covered by insurance; or
- (b) If you are a institutional user and you are paying charges, to the lesser of the actual fees received by Be Collective under these General Terms for the portion of the Services giving rise to such claim during the preceding six (6) month period immediately preceding the date on which the most recent such claim arose (as agreed or determined by a Court).

Exclusion of implied terms and limitation

Nothing in this Agreement will operate so as to exclude, restrict or modify the application of any of the provisions of the Competition and Consumer Act 2010 (Cth) or any equivalent State or Territory legislation (Relevant Legislation), the exercise of a right conferred by such a provision, or any liability of a party for a breach of a condition or warranty implied by such a provision, where the Relevant Legislation would render it void to do so. To the extent that it is able to do so, Be Collective expressly limits its liability for breach of any condition or warranty implied by virtue of any Relevant Legislation to:

- (a) in the case of goods, at Be Collective's option replacement or repair of the goods or the cost of doing so; and
- (b) in the case of services, at Be Collective's option, resupply of the services or the cost of doing so.

Changes, Updates and discontinuance

Changes to General Terms

Be Collective may, in its sole and absolute discretion, change these General Terms from time to time. Be Collective will post notice of such changes at Be Collective <https://www.becollective.com> and may notify you in writing via email to the email address provided. If you object to any such changes, your sole remedy is to cease using Be Collective and to terminate this agreement. By not giving notice and continuing to use Be Collective following any such changes to the General Terms you indicate your agreement to be bound by the updated General Terms.

Changes to Services

Be Collective reserves the right to add, alter, or remove functionality from Services at any time without prior notice to you in the case of non-material changes or improvements. Be Collective will not make changes to the Be Collective Service which are material and detrimental to the Service unless required to do so by its software and/or platform providers in which case, Be Collective will give you as much notice of the change as is practicable.

Discontinuance required by software and/or platform providers

Be Collective also reserves the right to discontinue the Services at any time where it is required to do so by its software and/or platform providers. In those circumstances, if Be Collective is unable to transition to a replacement software or platform provider (as applicable) offering a service with similar functionality to the Services, Be Collective will give you as much notice as is practicable and provide you with reasonable time to export a copy of your Data from Be Collective Service to an alternate provider of your choice.

Be Collective Plus Users

Institutional Users

If you are utilising Be Collective and our services in any other capacity than an individual volunteer user (this includes corporate, government and educational institution users, users offering facilities and resources (See section **Error! Reference source not found.**) and users that have subscribed to Be Collective Plus) you are an 'Institutional User'. If you are an Institutional User additional terms apply to you (the Institutional User Terms).

Institutional User Terms

The Institutional User Terms apply to you in addition to these General Terms which are to be read as one and the same document. In the event of any conflict or ambiguity, the Institutional User Terms apply.

General Terms

Force Majeure

Be Collective is not responsible or liable to you or any other person, firm or entity for any failure to perform any obligation it is required to perform under these General Terms to the extent that it is caused by any act, event, omission or non-event beyond Be Collective's reasonable control, which will be deemed to include riots, war, acts of terrorism, fire, flood, storm or earthquake.

Entire Agreement

These General Terms, are the entire agreement and understanding with regard to your use of the platform and our services and supersede any prior agreement or understanding on anything connected with Services. You have entered into this agreement without relying on any representation by us or any person purporting to represent us.

Assignment

You may not assign any of your rights or obligations under this agreement without the prior written consent of Be Collective, which must not be unreasonably withheld. Be Collective may assign or novate its rights and obligations under this agreement as it may determine which assignment or novation you are deemed to have agreed to without the need for any further action on your part.

Waiver and invalidity

A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

Severability

If any provision of our agreement is held to be invalid or unenforceable, such provision will be severed without affecting the enforceability and validity of the remaining provisions which will remain in full force and effect.

Relationship of the parties

You agree that Be Collective is not your employer, employee, agent, partner, joint venturer or subcontractor in relation to your use of Be Collective Service.

Governing law

This agreement is governed by the law in force in Australia. The parties submit to the non-exclusive jurisdiction of the courts of Australia and courts which may hear appeals from those courts in respect of any proceedings in connection with these General Terms.