

## Terms and Conditions

### 1. User Agreement

Please read this Agreement carefully before accessing or using the information and services available through [www.warmfuzzy.com.au](http://www.warmfuzzy.com.au) (“**Website**”). By accessing or using the Website, you agree to be bound by the Terms and Conditions (“**Agreement**”) and our Privacy Policy. Warm Fuzzy Foundation [ABN 54 416 851 728] (“**Warm Fuzzy**”) may modify this Agreement at any time and such modifications shall be effective immediately upon posting the modified agreement on the Website.

This Agreement is between you and Warm Fuzzy (referred to in this Agreement as "we", "us" or "our").

### 2. Definitions

- (a) “Website Service” means all services provided by Warm Fuzzy via the Website including information services, content and transaction capabilities on the Website.
- (b) “Cause” means a charitable cause listed on the Website.
- (c) “Cause Owner” means an individual or Charity who have registered a charitable cause on the Website.
- (d) “Donor” means a person or person acting on behalf of an entity who donates to a charity or a charitable cause via the Website.

### 3. General registration and user requirements

- (a) In order to access some of the features of the Website, you may need to register. The registration process requires you to provide us with personal information including but not limited to:
  - (i) your name;
  - (ii) your address;
  - (iii) your email address; and
  - (iv) proof of identity documents.

To guarantee the provision of the Website Service, you must ensure this information is accurate and current.

- (b) By using the Website Service and its associated functionality, you give us your consent to send you direct communications as per the contact details you provide. You may unsubscribe from these direct communications at any time. By using elements of the Website, you give implied consent to receive certain communications.
- (c) To register as a Cause Owner and use the Website you must:
  - (i) be at least 18 years old; and
  - (ii) have capacity to enter into a legally binding agreement.

### 4. Cause Owner registration requirements

- (a) **Only Australian causes for the wellbeing, improvement, care, benefit and health of Australians are considered to be eligible causes for the purpose of the Website Service.**

- (b) The Website provides for the following causes:
  - (i) Individual causes - one off causes created by a Cause Owner.
  - (ii) Charity causes - one off causes created by Charities.
  - (iii) Evergreen causes - ongoing causes created and managed by Charities.
- (c) Individual Cause Owners may only administer one live cause at any given time.
- (d) Registered Charities may administer up to 11 live causes at any given time.
- (e) Registered Charities may administer one Evergreen cause.
- (f) Charities will be charged an annual membership fee to utilise the website.
- (g) Charities must be Australian Registered Charities with DGR status to be able to register on the website.

## **5. Registration and verification of a cause**

- (a) **The Website conducts a user identification verification process to check the identity of Cause Owners. Verification is conducted via a third party plugin.**
- (b) Warm Fuzzy administration may manually override the identification verification from time to time. Warm Fuzzy reserves the right to conduct offline checks to confirm the identity of a cause owner.
- (c) During the verification process, a cause cannot be edited or amended.
- (d) Funds will not be disbursed to a Cause Owner until the Cause Owner's identity has been verified.
- (e) Newly listed causes are not shown immediately on the public facing Website. At the time of listing, causes are only accessible via a referral link.
- (f) To become visible on the Website, causes must become validated. Validation is granted at the discretion of Warm Fuzzy.

## **6. Cause duration**

- (a) A cause may not fundraise for less than 7 days.
- (b) Individual and Charity causes may fundraise for a maximum of 180 days.
- (c) Evergreen causes are not bound by date restrictions.

## **7. Currency**

- (a) The Website trades in a virtual currency called 'fuzzies.' Fuzzies are purchased by the Donor. All cause target thresholds are displayed in fuzzies and Australian Dollars. Donations are also made using fuzzies. The equivalent monetary value is displayed before the fuzzy value throughout the Website, except in the rewards section where the dollar amount is omitted.
- (b) The monetary value of fuzzies may be altered from time to time.
- (c) A change to the monetary value of fuzzies will not affect the value of historical transactions.

## 8. Refunds

**In some circumstances, donations may need to be refunded back to Donors. All refunds are returned to the Donor in fuzzies which can be reused on the Website. Credit Card refunds will not be possible.**

## 9. Activities / Rewards

The Website has a reward/gamification function. Where applicable, rewards will be issued in the form of fuzzies.

## 10. Sharing causes

- (a) Donors can share causes viewed on the Website through various social media channels.
- (b) Warm Fuzzy does not give any warranties in relation to the content of social media channels linked to or from our Website.

## 11. Transactions

- (a) In connection with any donation or purchase facilitated by the Website, Donors or purchasers will be asked to provide billing information such as name, billing address and credit card information either to Warm Fuzzy or its third-party payment processor(s).
- (b) The Website payment system utilises an integrated third party gateway provider. The gateway provider is responsible for Payment Card Industry compliance and has the ability to store credit card details on its servers.
- (c) **A transactional merchant account fee applies to each transaction. The transaction fee will be deducted from disbursements to the Cause Owner.**
- (d) **Warm Fuzzy will take a variable commission for each transaction. Warm Fuzzy will deduct its commission at the point of Fuzzy Purchase. The Warm Fuzzy commission will be subtracted from the final amount disbursed to the Cause Owner.**

## 12. Termination of causes

- (a) Warm Fuzzy administration will remove terminated causes from the Website.
- (b) No actions are available once a cause is removed.
- (c) In some instances, causes may be paused by Warm Fuzzy administration.
- (d) A cause will expire when it passes its end date or when it has reached 110% of its funding goal.
- (e) If an account is dormant for 2 years it will expire. Fuzzies in the account will return to the rewards pool.
- (f) Warm Fuzzy reserves the right to remove a cause from the Website. Typically, causes will be removed either by the Cause Owner's request or as a result of identified fraudulent or inappropriate content.
- (g) When a cause has been removed, any related reward points previously earned by members related to the cause will remain.

### 13. Reporting a cause

Site users can report a cause to Warm Fuzzy administrators if they believe a cause is a misrepresentation or has inappropriate content. Causes can be reported to [webmaster@warmfuzzy.com.au](mailto:webmaster@warmfuzzy.com.au).

Warm Fuzzy does not guarantee that all causes listed on the website are legitimate. The decision to support a cause rests with the donor. Warm Fuzzy cannot and does not warrant that Charity Cause Owners will use the donations used as described in the Site.

### 14. Disbursements

(a) Causes are eligible for disbursement if all of the following conditions have been met:

- (i) the cause has ended;
- (ii) the Cause Owner has been verified; and
- (iii) the Cause Owner has completed entering their bank account and have verified their details.

(b) An Evergreen cause is eligible for disbursement if;

- (i) it is live on the Website; and
- (ii) the minimum donation threshold for Evergreen causes has been met.

### 15. Privacy

(a) The Website collects private information and also incorporates functionality such as online payments. An SSL certificate has been acquired for encryption purposes. SSL certification applies across the entire Website (desktop, mobile and CMS).

(b) Google Analytics is incorporated into the Website for general analytic reporting.

### 16. Access and use of the Website

(a) You must only use the Website in accordance with these terms and any applicable law.

(b) You must not and must not attempt to:

- (i) interfere or disrupt the Website;
- (ii) use data gathering or extraction tools on the Website;
- (iii) interfere with security-related or other features of the Website; or
- (iv) use, copy or distribute the Website or any material on the Website without our express permission.

**(c) We may refer any fraudulent or abusive or illegal activity to the relevant authorities. Warm Fuzzy reserves the right to commence legal action against an individual or company for recovery of donations obtained through fraud, misrepresentation or any other illegal means.**

(d) You are solely responsible for the activity that occurs on your account and you must keep your account password secure. Warm Fuzzy is not responsible for any unauthorised activity on your account if you fail to keep your account login information secure.

(e) If you suspect or become aware of any unauthorised use of your account or that your password is no longer secure, you must take immediate steps to re-secure your account (including by changing your password).

- (f) You must not use another member's account without our, and/or the other user's, express permission.

## **17. No guarantees as to the Website availability**

- (a) Warm Fuzzy does not warrant that the Website will be available at all times and without disruption.
- (b) Warm Fuzzy does not give any warranties in relation to the content of any other Website linked to or from our Website.
- (c) Warm Fuzzy provides no warranty to you that the services generally available through its Website will be uninterrupted or error-free or that defects in the service will be corrected.
- (d) Certain parts of the Website are only accessible to the users via log in.
- (e) You also understand that Warm Fuzzy cannot and does not guarantee or warrant to you that files available for downloading through the Website or delivered via electronic mail through the Website will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Website for the reconstruction of any lost data.

## **18. Information on the Website**

- (a) Except as required by law, we cannot be held responsible for inaccuracies or errors caused by incorrect information supplied to us by third parties.
- (b) Except as required by law, we cannot be held responsible for inaccuracies or errors found in any articles or blog posts featured.
- (c) You agree that information contained on this Website is for personal use only and may not be sold, redistributed or used for any commercial purpose.
- (d) You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from this Website including code and software. You must not use this Website for any purpose that is unlawful or prohibited by this Agreement.
- (e) You may not use data mining, robots, screen scraping, or similar automated data gathering, extraction or publication tools on this Website (including, without limitation, for the purposes of establishing, maintaining, advancing or reproducing information contained on our Website on your own Website or in any other publication), except with our prior written consent.

## **19. Disclaimer and Liability**

- (a) Warm Fuzzy excludes all liability to you or any third party in relation to the description or quality of products displayed and/or advertised on the Website.
- (b) Warm Fuzzy excludes all liability to you or any third party for loss or damage of any kind or nature relating in any way to the Website to the maximum extent permitted by law. This limitation includes, but is not limited to, any loss or damage you might suffer as a result of:
  - (i) errors, mistakes or inaccuracies on the Website;
  - (ii) your action or inaction in relation to any information contained on or referred to on the Website and/or any linked Website;
  - (iii) personal injury or property damage of any nature resulting from your access to or use of the Website;

- (iv) any unauthorised access to or use of our secure servers, including any personal or financial information stored on those servers;
  - (v) any interruption or cessation of transmission to or from the Website;
  - (vi) any bugs, harmful code or communications which may be transmitted to or through our Website by any third party.
- (c) Where any law provides a guarantee which may not be lawfully excluded, the liability of Warm Fuzzy will be limited to that provided by law.
- (d) In no event shall Warm Fuzzy its affiliates or related entities be liable for any loss or any special, incidental or consequential damages arising out of or in connection with our Website or this Agreement (however arising, including negligence), except as required by law. You agree to accept sole responsibility for the legality of your actions under the laws which apply to you. You agree that we, our affiliates and related entities or our suppliers have no responsibility for the legality of your actions.

## **20. Indemnity**

You will at all times indemnify, and keep indemnified, us and our directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred or suffered by you or by us arising from any claim, demand, suit, action or proceeding by any person against you or us where such loss or liability arose out of, in connection with or in respect of your conduct or breach of this Agreement.

## **21. Intellectual Property**

- (a) Warm Fuzzy owns all intellectual property rights, including but not limited to, copyright in material and/or Website Services provided by Warm Fuzzy. You must not use our marketing material, business names, trademarks, logos, domain names or other distinctive brand features without our express written consent.
- (b) Copyright in the material and trademarks on this Website are owned by Warm Fuzzy. You must not infringe on any intellectual property rights owned by Warm Fuzzy.
- (c) Other trademarks used on the Website that belong to third parties are used with permission and remain the intellectual property of the third party.
- (d) You may not:
  - (i) modify or copy the layout or appearance of the Website nor any code contained in the Website; nor
  - (ii) attempt to discover or access any source code related to the Website.

## **22. Information does not represent professional advice**

- (a) You acknowledge and agree that information published by Warm Fuzzy is intended to provide general information in summary form on issues.
- (b) It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, products, services, and other information provided through the Website.
- (c) In no event will Warm Fuzzy be liable to you or anyone else for any decision made or action taken by you or anyone else in reliance upon any information contained on or omitted from the Website.

### **23. Transfer and Assignment**

Warm Fuzzy may assign or novate the rights under this Agreement to its subsidiary or company successors without your consent.

### **24. Privacy and Personal information**

Whilst we take all due care in ensuring the privacy and integrity of the information you provide, the possibility exists that this information could be unlawfully observed by a third party. If you provide us with any personal information our Privacy Policy will govern how we will use or disclose that information. Please review and understand our Privacy Policy.

### **25. General**

- (a) Warm Fuzzy will not be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond its reasonable control.
- (b) This Agreement will be governed by and interpreted in accordance with the laws of the state of New South Wales Australia. You submit to the exclusive jurisdiction of the courts of the state of New South Wales Australia, Australia.
- (c) If any part of this Agreement is found to be void, unlawful or unenforceable then that part will be deemed to be severable from the balance of this Agreement and the severed part will not affect the validity and enforceability of any remaining provisions.
- (d) Any election by Warm Fuzzy not to exercise or enforce any right or provision under this Agreement will not constitute a waiver of such right or provision. Any waiver of any provision under this Agreement will only be effective if it is in writing and signed by Warm Fuzzy. We may change these terms at any time, and changes will be posted on the Website.
- (e) You agree to be bound by any changes to this Agreement by your continued use of the Website.
- (f) Termination of this Agreement will not end those provisions that are capable of surviving the ending of this Agreement.