

BiddingForGood Platform Terms of Use

Welcome to FrontStream Pty. Ltd. (“FrontStream”)

The following explains the relationship between you and FrontStream and applies to your use of BiddingForGood online auction software (collectively, the “Software”) platform. Please read these Terms and indicate your acceptance by following the instructions below. If you do not agree to be bound by these Terms, you are not authorised to access the FrontStream Website (the “Site”) or use the Software. Your access to and use of this Site constitutes your acceptance of and agreement to abide by each of these terms and conditions set forth below.

The following describes the terms of our relationship:

1. Your Feedback

FrontStream greatly appreciates any feedback or suggestions you have on the Software and the Site. From time to time we may contact you to ask for such feedback or suggestions. If you do provide us with feedback or suggestions, you understand that FrontStream may use that information to improve our products and services.

2. Bidding and Payment

If you intend to buy an item offered in a fundraising event, you agree that you are obligated to complete the transaction with the seller and not with FrontStream (unless the transaction breaches legislation or these Terms) if: (a) you are the highest bidder for an item at the end of an auction (assuming you meet any minimum bid or reserve requirements for the specific auction), and your bid is accepted by the seller; or (b) you purchase an item that is offered for a fixed-price. Payment will be due immediately upon the completion of the auction for your item. If applicable, you agree to pay any applicable tax (including Goods and Services Tax) on your purchase, as well as any shipping or delivery charges.

You should be aware that the seller may include sales conditions or other terms in the item’s description. You must read the description carefully, as bidding on the item means you are agreeing to all the terms contained in the description (unless any of the terms breach these Terms). Buyers cannot retract their bids. Anyone registering to bid in a FrontStream auction must meet the minimum age requirements according to the applicable legislation. In addition, by registering for an auction, FrontStream may contact you about promotions or special offers related to products or services on which you have bid. You may unsubscribe from receiving such information at any time.

Finally, you agree that you are purchasing items for your own use or consumption, and under no circumstances may you resell or redistribute any items purchased in a FrontStream auction (other than to give them as gifts). Should you resell or redistribute any purchase in a FrontStream auction, you will be fully liable to both FrontStream and the organization holding the auction, and you will be prohibited from participating in any other FrontStream events.

3. Donations

If you wish to donate an item to a fundraising event, you agree that: (a) FrontStream and/or the holder of the event cannot guarantee that the event will include your item in the event or that it will ultimately be sold; (b) the holder of the event may, in its discretion, change the description of the item or its assigned value without your approval; and (c) FrontStream or the holder of the event reserves the right to reject any item which is obscene, fraudulent, defamatory, in breach of legislation, or which would otherwise be offensive to other users. If the item does not sell in the event for which it was donated, the item will become the property of the event-holder. You should consult your tax advisor and/or the organization holding the event regarding the tax implications of your donation.

4. Privacy and Keeping Information Confidential

Because the privacy of your personal information is very important to us, FrontStream will not disclose to third parties any identifying personal information gathered from you unless (a) we tell you how your information will be used and you give FrontStream specific permission to share this information, (b) FrontStream is required to disclose such information by any applicable law or legal process (like a subpoena or court order), or (c) as otherwise set forth in our Privacy Policy (located at <https://www.biddingforgood.com/online-auction-services/privacy.htm>).

By accepting these Terms, you acknowledge that you have read, understood and agree to FrontStream's Privacy Policy. FrontStream may change its Privacy Policy at any time upon notice to its users.

In addition, we both agree that each party may possess information which it considers to be confidential and is not to be shared with others. For example, FrontStream's technology, software and processes fall into this category. We each agree to keep these types of information confidential (as well as any other information that one of us identifies as confidential) and not to use it for any other purpose. There are some exceptions to this: (a) information which was already public when it was disclosed (or is later made public by the owner), (b) information which the recipient receives from someone else who is not under confidentiality obligations, (c) information which was generated independently by the receiving party, or (d) information which is required to be disclosed under a court order.

5. FrontStream

When you participate in an auction for which the seller has elected to use the Software, you may receive emails from FrontStream about other auctions. In addition, by joining the FrontStream community, you may be invited to participate in user groups and other marketing activities. If at any point you no longer wish to receive these communications from us, you may opt out by communicating your preference to us using the contact information provided in our Privacy Policy, or in the case of e-mails, by clicking on the opt-out or "unsubscribe" link included at the bottom of the e-mails you receive.

6. Taxes

It is your responsibility to pay all taxes, other governmental charges or any other fees associated with your purchase (you should consult your tax adviser on this issue).

7. Requirements

The Software and the Site are available only to users who are 18 years of age or older; if you are under the age of 18, you can use the Software and/or the Site only under the supervision of your parent or guardian. You are responsible for complying with all applicable requirements, and as such you agree to reimburse FrontStream for any costs or damages which FrontStream may incur relating to these requirements or otherwise arising from your noncompliance with these requirements.

8. FrontStream's Role

FrontStream's role is to facilitate online fundraising events. We are not involved in the actual transaction between sellers and buyers, and, as such, we have no control over the quality, safety or legality of the items advertised, the description, truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to pay for items. Therefore, we cannot guarantee that two parties will actually complete a transaction. FrontStream is **not** acting as auctioneer or as an agent for you or the sellers, and is not conducting an auction. There is no contract of sale between you and FrontStream; the only contract of sale is between you and the seller.

9. Links to Other Web Sites

The Site may contain links to third-party Web sites and other resources. FrontStream assumes no responsibility for the availability, suitability of goods and services or content of these outside sites and resources. Therefore, any concerns you may have regarding any other site should be directed to the relevant site administrator or webmaster.

10. Security

Please notify FrontStream's webmaster at webmaster@FrontStream.com promptly in the event of any known or suspected loss, theft or unauthorized disclosure of your log-in, password or any other personal information. Users are responsible for maintaining the confidentiality and security of this information.

11. Termination

Either party may terminate these Terms if the other party violates these Terms in any important way.

12. Right to Use the Site and Software

As long as you comply with these Terms, FrontStream gives you the right to use the Site and the Software to bid on items on online auctions. These are the only rights granted to you. You agree that the Software is valuable to FrontStream (and constitutes a proprietary trade secret of FrontStream under the law) and that FrontStream retains all intellectual property rights to the Software (and to any related materials, information and processes). You agree not to modify, copy, disclose, reverse-engineer, decompile, disassemble or create derivative works from the Software or disclose or provide access to the Software to anyone else. You agree not to remove or modify any of FrontStream's copyright and other proprietary notices included with the Software.

13. Events Outside of One's Control

FrontStream will not be liable for you in the event of any delay or failure to provide the Software or access to the Site, or other failure to perform any of our obligations under these Terms, where this is directly or indirectly caused by any event or circumstance beyond our reasonable control including acts of God, floods, storms, natural disasters, acts of war or terrorism, sabotage, acts of government or regulatory authority, strikes, or other industrial disputes, court orders, breakdown or equipment or any failure by a supplier to deliver goods or services to you in a proper manner.

14. Contributing to the Site

One of FrontStream's general goals is to foster and improve communication and productivity among those engaged in non-profit fundraising. FrontStream hopes users of the Software will actively participate in growing this community by exchanging information, contacts, and ideas with fellow users.

That being said, contributions and comments from users must be consistent with the values and goals of FrontStream and must comply with applicable laws. You may not contribute or post messages, descriptions or other content that is abusive, defamatory, obscene, fraudulent, in violation of applicable laws, or which would otherwise be offensive to other users. Please note that FrontStream cannot prevent users from placing prohibited content on the Site. In addition, FrontStream does not monitor every communication posted on the Site. Upon notification of inappropriate material, FrontStream reserves the right to remove the content without notice to the contributor.

In addition, please note that the information, advice, facts, opinions and other content appearing on the Site posted, uploaded or distributed by any users or other third parties are those of the respective authors and do not reflect the views of FrontStream. FrontStream assumes no responsibility or liability for these materials.

By contributing to the Site, users represent that they have all of the necessary rights to use the materials, communications or other information that they have provided to or displayed on the Site. FrontStream will have the right to copy, sublicense and re-use these materials in any form, media or technology and in any manner FrontStream sees fit.

The Site is protected by copyright as a collective work, pursuant to applicable copyright laws. Users may print and download portions of material from the different areas of the Site solely for their own non-commercial use; any other copying or any redistribution or publication of any downloaded material is strictly prohibited without the express written consent of the copyright owner. Except for the foregoing,

users may not modify, copy, publish, transmit, sell, create derivative works from, perform, display or in any way exploit any of the content contained on the Site. Any unauthorized use terminates the permission or license granted by FrontStream.

15. Changes to these Terms of Use

FrontStream reserves the right to change these Terms at any time upon notice to users. Your continued use of the Software following a change notice shall be deemed to be acceptance of any such modification. If you do not agree to any modification of these Terms, you must immediately stop accessing the site and using the Software.

16. Legal Disclaimer

- (a) You will not hold FrontStream responsible for other users' content, actions or inactions, items they list or their destruction of allegedly fake items. You acknowledge that FrontStream is not an auctioneer. FrontStream is not involved in the actual transaction between the buyer and seller. We have no control over and do not guarantee the quality, safety or legality of items advertised, the truth or accuracy of users' content or listings, the ability of sellers to sell items, the ability of buyers to pay for items or that a buyer or seller will actually complete a transaction or return an item.
- (b) We do not take ownership of the items at any time and do not transfer legal ownership of items from the seller to the buyer. Further, we cannot guarantee continuous or secure access to the FrontStream services, and their operation may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied guarantees, terms and conditions. We are not liable for any loss of money, goodwill or reputation, or any special, indirect or consequential damages arising, directly or indirectly, out of your use of or your inability to use the FrontStream products and services agreed to be supplied by us to you from time to time under these Terms ("Goods").
- (c) To the extent that FrontStream is permitted by law, all conditions and warranties that are not expressly set out in these terms are excluded. This does not limit any applicable statutory guarantees provided in Australia under Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any other equivalent legislation in each State or Territory in Australia (Australian Consumer Law). If the Australian Consumer Law confers certain rights, guarantees or remedies on you which are not able to be excluded, restricted or modified except in limited circumstances, our liability for breach of any such right, guarantee or remedy is limited to (at our election):
 - repairing the Goods or supplying equivalent Goods;
 - repairing the Goods;
 - paying for the cost of replacing the Goods or of acquiring relevant replacement Goods; or
 - paying the cost of having the Goods repaired.
- (d) You agree that all descriptions of the Goods provided by us are to only enable their identification and do not mean that the sale of the Goods is a sale by description. To the maximum extent permitted by law and subject to clause 16(c) above, FrontStream's liability for any loss suffered by you in respect of the Goods (including any delay or failure to supply the Goods) or breach of these Terms by us is limited to the price paid by you in relation to those Goods; and, we exclude all liability for indirect or consequential loss relating to any way to the supply of the Goods to you. As we are an intermediary for you and the Seller, in the event that you have a dispute with one or more users, you release FrontStream (and our officers, associated entities, directors, employees and agents) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, disclosed and undisclosed, arising out of or in any way connected with such disputes.

17. Other Legal Items

The laws of Victoria, Australia will apply to these Terms and any disputes are subject to exclusive jurisdiction of the Courts of Victoria, Australia. Notices delivered under these Terms must be delivered in

writing Level 1, 418 High Street Kew Vic 3101, Australia, FrontStream's Australian registered office address pursuant to section 142 of the *Corporations Act 2001* (Cth), and will be effective when received.. These Terms are the complete statement of our understanding regarding these matters, and no other document or discussion will apply. You agree that these Terms are personal to you and may not be transferred to anyone else without FrontStream's prior written consent.

You agree to indemnify and defend FrontStream (and our officers, directors, agents, subsidiaries, joint venturers and employees) from and against all claims, losses, expenses, damages, liabilities and costs, including reasonable legal fees and expenses (collectively, "Losses"), resulting from (a) any violation of these Terms and (b) any activity (including negligent or wrongful conduct) by you in connection with your use of the Software or the Site and or (c) by any third party due to or arising out of your breach of this Agreement or your infringement of any law or the rights of a third party in the course of using the Software or the Site. FrontStream reserves the right, at its own expense, to assume the exclusive control of and defending any matter subject to indemnification hereunder.

As with any technology, you agree not to export the Software to any country for which an export license or other governmental approval is required without first obtaining such license or approval. The disclaimers and limitations of liability above also benefit FrontStream's suppliers and licensors and the non-profit organizations holding the auctions. The relevant terms and conditions above will survive termination of these Terms.

18. Personal Properties Securities Laws

Where a purchase money security interest exists in goods or services purchased by you from a seller, you must do all things if reasonably required by a seller, to register and perfect that interest under the terms of the *Personal Property Securities Act 2009*(Cth) as amended or otherwise.

19. Severability

Any provision of these terms which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of these terms and conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

I agree to the terms described above.

Organisation Name: _____

Authorised Signature: _____

Print Name and Title: _____

Date: _____

FrontStream Ptv. Ltd.

Authorised Signature: _____

Print Name and Title: _____

Date: _____