

Funraisin Subscriber Agreement

Funraisin enables organisations to conduct ongoing fundraising. Use of the Funraisin platform is subject to the terms and conditions set out in this Agreement.



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1.0 Definitions

“Acceptance Tests” means the tests conducted by You for the purposes of confirming the compliance of the Deliverables with this Agreement and any acceptance criteria or requirements agreed between the parties.

“Acceptance Certificate” has the meaning given to it in clause 7.7b.

“Agreement” means this agreement (including any schedules and attachments) and any Order

“Business Day” means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in New South Wales, Australia;

“Claim” means a demand, claim, action or proceeding.

“Commencement Date” means the date this document is duly executed by both parties.

“Confidential Information” includes all information disclosed or revealed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) (whether before or after the Commencement Date) under or in relation to this Agreement, whether in writing, electronically or orally, including the Service.

Confidential Information shall not include any data or information that has been voluntarily disclosed to the public by both parties but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party, and is obtained from a third party who has no obligation of confidentiality or is independently developed or obtained without breach of this Agreement.

“Data” means any data inputted by You or with Your authority into the Website.

“Deliverables” means:

- a) all materials provided by Funraisin to You in Funraisin’s performance of the Professional Services, including designs, HTML, CSS, graphics, images, and content;
- b) any materials or output (including reports, transaction lists and contact details) produced through the Service; and
- c) all other outputs created by Funraisin as a result of performing the Professional Services under this Agreement,

but excluding the Funraisin Materials.

“Excluded Downtime” means the period during which any of the Service and Website (as applicable) is not available for use as a result of:

- a) a force majeure event (the occurrence of an event or circumstance beyond the reasonable control of a Party);
- b) Your use of the Website and/or Service which poses a risk to the security of the Service and/or Website;
- c) Your use of the Website and/or Service being suspended in accordance with this Agreement; and
- d) a failure of Your equipment, software or other technology or third party equipment, software or technology (other than those which are under Funraisin’s direct control).

“Fee Method” means the payment method used to transact with by the Website end user.

“Fees” means:

- a) the Hosting Fee;
- b) the Platform Service Fee; and
- c) the amounts payable by You under this Agreement for the Deliverables and the Professional Services,
as set out in this Agreement.

"Funraisin" means the brand ascribed to the Service.

“Harmful Code” has the meaning given in clause 4.1a)iii).

“Hours of Support” means 24 hours on weekdays. Weekend support is available to You for critical issues and event day support.

“Hosting Fee” has the meaning given in Clause 10.5.

"Invited User" means any person or entity, other than the Subscriber, that uses the Service with the authorisation of the Subscriber from time to time.

“Law” means all laws, codes, guidelines and the like of Australia and New Zealand including, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, statutory rules of an industry body, statutory and mandatory codes of conduct, writs, orders, injunctions, judgments, generally accepted accounting principles in force.

“Loss” means all losses, liabilities, damages and claims, and all related costs and expenses (including any and all reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgment, appeal, interest and penalties).

“Funraisin Materials” means any Intellectual Property Rights in any materials (including any templates, tools, software and object source code) which came into existence independently of this Agreement.

“Payment Gateway” means the Stripe payment processing system(s) for the processing into the Subscriber’s bank account of all payments made through the Website.

“Personnel” means named officers, employees, secondees, agents, contractors and subcontractors, including (in the case of Funraisin) named officers, employees, secondees, agents and contractors of any subcontractor.

"Platform Service Fee" means the amount paid by You in accordance with Clause 10.6.

“Privacy Laws” means the Australian Privacy Act 1988 (Privacy Act), the New Zealand Privacy Act 2020 and the General Data Protection Regulation (EU 2016/79)

“Professional Services” means the development, customisation, consulting and associated services described in a Statement of Work.

"Project" means the Professional Services set out in a Project Outline.

"Quality Standards" means the document containing standards to test the Deliverables.

"Sales Tax" means a goods and services tax, or a similar value added tax, levied or imposed under your local jurisdiction of Law. Unless stated otherwise, any amount required to be paid under any other provision of this agreement is calculated to be exclusive of Sales Tax.

"Service" means the online platform and website management services made available to You.

"Statement of Work" means the statement of work for the provision of Professional Services by Funraisin for a Project that is signed by both parties in writing.

"Subscriber" means the organisation named at the beginning of this Agreement and, where the context permits, includes any entity on whose behalf that person uses the Service, including but not limited to third parties that the the Subscriber appoints.

"Subscriber Materials" means any material provided to Funraisin by or at the direction of Subscriber for the purposes of this Agreement, including without limitation, artwork, documents, equipment, information and data.

"Support Services" means the support services provided by Funraisin to You as described in Attachment A.

"Term" means the Initial Term and any Renewal Term(s), as those terms are defined in clause 9.1.

"Transaction" means a single event registration or donation

"User" means the end platform user who is the individual who uses the Website.

"User Contribution" means the elected amount paid by the Website end user in accordance with Clause 10.6.2.

"Website" means the Internet site created for You through the Professional Services.

"You" means the Subscriber, and where the context permits, an Invited User. "Your" has a corresponding meaning.

2.0 The Applicability of terms and conditions

Deviations from and additions to the Agreement will only be binding if they have been expressly agreed on by the Parties in writing.

3.0 Rights, duties and obligations

3.1 Platform Transactions

- a) The Service facilitates a payment transaction by a User directly to You. Your Stripe and PayPal payment gateways must ensure all monies with respect to such transactions are received by You, less any transaction costs and Platform Service Fees, and paid into Your nominated bank account. Funraisin will ensure, when building the Website, that your Stripe and Paypal Payment Gateway fully integrates with, and operates seamlessly with the Website.
- b) You authorise Funraisin to generate and issue tax receipts to Users in the format approved by You on behalf of Your organisation for all transactions which take place through the Service, including donations, merchandise sales and ticket sales.
- c) You acknowledge that it is not permissible to embed 3rd party transaction forms into the Website, nor will you link externally to any 3rd party transaction forms unless explicitly agreed between both parties.
- d) Receipts issued to Users under paragraph (b) can include:
 - i) a statement that the receipt is issued by You;
 - ii) Your organisation name and registration number;
 - iii) the gift item and/or item purchased;
 - iv) the gift amount and/or cost of item;
 - v) a statement that gifts over the amount prescribed by law in the jurisdiction of your fundraising, to the threshold of tax deductibility, are tax deductible; and
 - vi) such Subscriber Trade Marks as the Subscriber shall designate.

3.2 Management Accounts

- a) Funraisin shall maintain a downloadable management report for You with information relating to all donations or payments received on behalf of You and User data submitted through Your website. Funraisin will ensure this management report is updated in real time and contains an accurate and up to date record of all transactions made through the Service and any data submitted by Users. You may download this management report through the Service at any time. Funraisin will provide the Subscriber with all necessary identification and login information for the Website to enable the Subscriber to access these reports and transactions.
- b) Both parties agree to take responsible precautions to protect the confidentiality of all Users and to not infringe on any rights of those Users. Funraisin acknowledges that all User data shall belong to the Subscriber and may include Personal Information, which must be protected in accordance with part 4.0 of this Agreement.

3.3 Web Services

- a) Funraisin shall grant you access to the Service to maintain and manage the Website. This will include uploading content to the Website such as text, images, video and other assets You choose to administer to your Website. You agree not to publish any material to your Website which contains defamatory statements, violent acts, sexual acts, or which may cause harm against any group or individual. You will not knowingly expose Funraisin to any claim or administrative action arising from content you publish using the Service.
- b) You acknowledge and agree that:
 - i) the Subscriber determines who is an Invited User and what level of access to the relevant organisation and Service that Invited User has;
 - ii) the Subscriber is responsible for all Invited Users' use of the Service;
 - iii) the Subscriber controls each Invited User's level of access to the Services at all times and can revoke or change an Invited User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be; and
 - iv) if there is any dispute between a Subscriber and an Invited User regarding access to the Service, the Subscriber shall decide what access or level of access to the relevant Data or Service that Invited User shall have, if any.
- c) You must ensure that all usernames and passwords required to access the Service are kept secure and confidential. You must immediately notify Funraisin of any unauthorised use of the Subscriber or an Invited User's password or any other breach of security of which you become aware. You must take all other actions that Funraisin reasonably deems necessary to maintain or enhance the security of Your access to the Service.
- d) Funraisin will only permit named Personnel and Funraisin created programmatic accounts to become Invited Users to access the Service.

3.4 Insurances

Funraisin warrants that as at the Commencement Date and for the Term and for at least 12 months after the expiration or termination of this agreement (whichever comes first), they have and will maintain:

- a) public liability insurance of at least \$20 million AUD any one claim;
- b) product liability insurance of at least \$20 million AUD in the aggregate;
- c) professional indemnity insurance of at least \$2 million AUD any one claim;
- d) cyber security insurance of at least \$2 million AUD any one occurrence; and
- e) workers compensation insurance (as required by law),

to cover any liabilities which may be incurred under this Agreement or in connection with the use of the Service and Professional Services and will provide evidence of such insurance prior to the Commencement Date and each time upon renewal.

3.5 Trade Marks

- a) You agree during the Term of this Agreement to display the Funraisin logo on the footer area your Website. The Funraisin logo must be smaller than Your brand logo and not disruptive to the overall look and feel of Your Website.
- b) Funraisin acknowledges that the Subscriber Trade Marks are the intellectual property of the Subscriber and nothing in this agreement grants to Funraisin any rights to use the Subscriber Trade Marks except as specifically authorised by the Subscriber in writing.

4.0 Confidentiality, Security and Privacy

- a) Unless it has the prior written consent of the Disclosing Party or unless required to do so by Law, a Receiving Party will preserve the confidentiality of all Confidential Information of the Disclosing Party obtained in connection with this Agreement. A Receiving Party will not, without the prior written consent of the Disclosing Party, disclose or make any Confidential Information of the Disclosing Party available to any person, or use the same for its own benefit.
- b) A Receiving Party must take reasonable steps to protect the Confidential Information of the Disclosing Party against unauthorised use or disclosure, and in any event must take steps at least as stringent as those used by the Receiving Party to protect its own confidential information.
- c) Upon termination or expiry of this Agreement, the Receiving Party must immediately return to the Disclosing Party or destroy (as directed by the Disclosing Party) all Confidential Information of the Disclosing Party in the Receiving Party's possession or control.

4.1 Security

- a) Funraisin must establish and maintain appropriate, reasonable technical and organisational measures in accordance with best industry practice to:
 - i) keep the Website, Deliverables, Service and Subscriber Materials secure;
 - ii) prevent loss of, or damage to, and unauthorised access to or use or disclosure of, any Website, Deliverables, Services and Subscriber Materials; and
 - iii) prevent intrusions, viruses, trojan horses, worms, time bombs and other similar harmful software (**Harmful Code**) which may affect the Website, Deliverables, Service or Subscriber Materials, (the **Security Objectives**);
 - iv) ensure the encryption of data at REST;
 - v) ensure databases are implemented using AWS RDS encrypted volumes which utilise AES-256 encryption;
 - vi) perform a bi-yearly review of admin level server access

- b) Funraisin will maintain a weekly security vulnerability scan of the core Funraisin application by an independent 3rd party security specialist. A copy of the test results will be sent to You yearly or upon request.
- c) Funraisin will have an independent 3rd party security specialist perform a yearly security vulnerability scan on the server(s) that Your websites are hosted on. Funraisin will perform the necessary measures advised by the specialist.
- d) Funraisin will offer the ability to You to perform a vulnerability scan of Your site at any point in time. This scan will be subject to the Professional Services and require a Project Outline to be completed by both Parties.
- e) You may set up your own automated security scans for Your Websites. Funraisin will aim to resolve any findings according to the OWASP Risk Rating Methodology according to service levels outlined in [Attachment B Vulnerability Resolutions](#). Both parties agree through discussion that, some Low or other findings may be discarded with rationale if this has negative effects on the Software or Service.

4.2 Privacy

- a) If Funraisin collects, uses, discloses, transfers, or otherwise handles any Personal Information, it must comply with the Data Protection Laws.
- b) Without limiting paragraph (a), Funraisin must:
 - i) only use Personal Information, including those of Users, on Your behalf and to the extent necessary to perform its obligations in accordance with Your instructions, including as detailed in this Agreement;
 - ii) not disclose any Personal Information, including those of Users, to any other person (including to any subcontractor) without Your prior written consent or, subject to paragraph (x), as required by Law;
 - iii) without limiting any of Funraisin's other obligations under this Agreement, take such steps as are reasonable in the circumstances to protect any Personal Information from:
 - 1) misuse, interference and loss; and
 - 2) unauthorized access, modification or disclosure,
 - 3) including by complying with its obligations under clauses 4.1 and 4.2;
 - iv) not do anything that adversely affects the accuracy, currency or completeness of any Personal Information, including those of Users;
 - v) provide relevant information and assistance requested by You to demonstrate Funraisin's compliance with its obligations under this Agreement and do everything necessary to

ensure that Subscriber is capable of complying with the Data Protection Laws;

- vi) must not do, or omit to do, anything that will cause the Subscriber, or its beneficiaries, to be in breach of any Data Protection Law;
- vii) without limiting paragraph (iii), ensure that none of Funraisin's Personnel who have access to any Personal Information use, disclose, transfer or retain such Personal Information, including those of Users, except to the extent necessary to perform their duties of engagement;
- viii) notify You immediately within 2 hours if Funraisin becomes aware of any actual or potential misuse, interference, loss or unauthorized access, modification or disclosure of Data (each, a "**Data Breach**"), including those of Users as well the measurements used by Funraisin to stop the Data Breach;
- ix) notify You as soon as reasonably practicable after Funraisin receives any:
 - 1) request concerning access to or correction of any Personal Information; or
 - 2) complaint about the handling of any Personal Information, including those of Users;
- x) notify You as soon as reasonably practicable after Funraisin becomes aware that a disclosure of any Personal Information, including those of Users, may be required by Law and, if requested by You, assist You to prevent, resist, object to or limit such disclosure, or if it becomes aware of a breach of this clause 4.2;
- xi) ensure that the Personal Information is not disclosed to any third party;
- xii) comply with all reasonable requests or directions of the Subscriber in respect of any Personal Information collected in connection with this Agreement, any complaint or request made by an individual to whom Personal Information collected under this Agreement relates (including providing or deleting Personal Information relating to an individual identified by You upon request), or any exercise of the functions of the Data Protection Laws; and
- xiii) In case of a Data Breach Funraisin will investigate the Data Breach, take all necessary steps to eliminate or contain the exposure of the Data, and keep Subscriber informed of the status and cause of the Data Breach and all related matters. Funraisin further agrees to provide reasonable assistance and cooperation requested by Subscriber and/or its designated representatives, in the furtherance of any correction, remediation, investigation or recording of any Data Breach and/or the mitigation of any potential damage, including any notification that Subscriber may determine appropriate to send to affected individuals, regulators or third parties, and/or the provision of any credit reporting service that You deems appropriate to provide to affected individuals. Unless required by law applicable to Funraisin, Funraisin will not notify any individual or any third party other than law enforcement of any potential Data Breach involving Data, without first obtaining Subscriber's written permission. To the extent the Data Breach resulted from a violation of

Funraisin's duties under the Agreement, Funraisin will (i) assist Subscriber with curing any alleged violation and ensure that no further violations shall occur; and (ii) provide Subscriber with a written statement confirming such cure and no further violations.

- c) Upon termination or expiration of this Agreement for any reason or upon Your request, Funraisin will immediately cease handling Personal Information and will return in a manner and format reasonably requested by You, or, if specifically directed by You, will destroy, any or all Data in Funraisin's possession, power or control.
- d) Funraisin will notify You promptly if Funraisin: (i) has reason to believe that it is unable to comply with any of its obligations under clauses 4.1 and 4.2 and it cannot cure this inability to comply within a reasonable timeframe; or (ii) becomes aware of any circumstances or change in applicable law that is likely to prevent it from fulfilling its obligations under this Agreement.

5.0 Intellectual Property

5.1 General

- a) Title to, and all Intellectual Property Rights in the Service and any documentation relating to the Services remain the property of Funraisin. Funraisin grants to the Subscriber a non-exclusive non-transferable royalty free licence to use the Funraisin Materials to the extent necessary to enable the Subscriber to use the Website .
- b) On expiry, or termination of the Agreement for any reason, Funraisin will, within 14 days of a written request, provide You with:
 - i) a copy of all data (including transaction records, subscription records, contact information, User details) contained in the Service;
 - ii) all HTML, CSS, graphics, images, content and databases; and
 - iii) such other information or data or things relating to the Deliverables as the Subscriber may reasonably request.

5.2 Subscriber Materials

- a) You grant Funraisin a non-exclusive, non-transferable, royalty free licence for the Term to use and develop the Subscriber Materials solely to the extent necessary for Funraisin to perform its obligations under this Agreement (**Permitted Purpose**).
- b) Title to the Supplier Materials remains vested in the Subscriber, subject to the licence granted under paragraph a).
- c) Funraisin must not use, copy, modify or make available the Subscriber Materials, for any purpose other than the Permitted Purpose.
- d) Funraisin must protect and keep safe the Subscriber Materials, and take all reasonable care in the accounting, preservation and handling of the Subscriber Materials.
- e) Funraisin must immediately return to You upon request any part of the Subscriber Materials:
 - i) that are not required for the Permitted Purpose; or
 - ii) in accordance with Your data retention and destruction requirements notified to Funraisin from time to time.

6.0 Warranties and Acknowledgments

6.1 Additional Funraisin warranties

Funraisin represents, warrants and undertakes to You that:

- a) it will perform its obligations under this Agreement with all reasonable care, skill and diligence in a proper, professional, timely and workmanlike manner;
- b) it has the expertise, skill and resources required to perform its obligations under this Agreement;
- c) it will not bring You, Your goods or services into disrepute; and
- d) the:
 - i) supply and (if applicable) installation of the Deliverables, Professional Services and the Service; and
 - ii) Deliverables and Funraisin Materials, and their use, copying and modification by the Subscriber in accordance with this Agreement

will not infringe the Intellectual Property Rights of any third party.

- e) it will perform its obligations under this Agreement in accordance with all applicable Law.

6.2 Backup of Data

Funraisin adheres to best practice policies and procedures to prevent data loss, including:

- a) a daily system back-up regime, retained for 3 days;
- b) a twice daily database back-up regime, stored in a private AWS container. Backups can be deleted on request and are automatically deleted after six months.

6.3 Access to Services

- a) Funraisin will ensure:
 - i. Server monitoring is in real-time using Nagios for load and page response times;
 - ii. Site monitoring is in real-time via New Relic's in-application monitoring.
- b) You can enable Your own uptime monitoring at an additional cost incurred by You from chosen uptime monitoring service.
- c) The operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. Funraisin is not in any way responsible for any such interference or prevention of Your access or use of the Services.
- d) Funraisin will use all reasonable endeavours to provide advance notice should we expect the Service to be unavailable for a period of time.
- e) Funraisin will ensure maintenance windows will take place between 10pm and 6am AEST for any non critical updates.
- f) Major updates to the Software will be announced at least two weeks in advance and minor updates are also made publicly available within the support section of each platform. We aim to ensure that no update negatively impacts any site. Test platforms are not supported but can be provided at additional costs.

7.0 Professional Services and Deliverables

7.1 Professional Services under a Project

During the Term, You may choose to engage Funraisin to undertake Professional Services in which case the parties will enter into a Project together. Professional Services are available on Business Days.

7.2 Projects

- a) The terms of a Project will be out in a Statement of Work.
- b) A Project will commence on the date set out in the Statement of Work and will continue for the term set out in this Agreement unless terminated earlier in accordance with clause 10 of this Agreement.

7.3 Project Rates

- a) Project costs will be quoted and invoiced in multiples of 60 minutes.
- b) Projects are offered as fixed price, unless a time and material Project is requested by You.
- c) Website setup costs are \$5,000 for the first site and waived for each site thereafter.
- d) Each new website may involve Professional Services to style up the site and implement content, event registration flows and other tasks relevant to the new site if you wish to engage our Professional Services team. The costs for these tasks will be detailed in the Statement of Work.

7.4 Statement of Work

- a) Funraisin will present a Statement of Work within two weeks after a Project request has been made by You and the specifications for the Project have been agreed on by both parties.
- b) A Statement of Work must be set out in writing and include the Fees for the Project.
- c) A Statement of Work must be agreed to and signed by You to be effective.
- d) Each signed Statement of Work will form a separate agreement between the parties and incorporate the terms of this Agreement by reference.

7.5 Performance Standards

Funraisin must perform the Professional Services in accordance with sound industry practice in the manner and to the standard specified in this Agreement.

7.6 Acceptance Tests

- a) You may perform Acceptance Tests on the Deliverables, and Funraisin must provide such information and assistance to You, or such other third party as directed by You, as reasonably requested by You to enable You to perform the Acceptance Tests.
- b) If, following completion of the Acceptance Tests You form the reasonable opinion that the Deliverables have met or exceeded the requirements for those Deliverables as described in this Agreement, You must provide Funraisin with written confirmation stating that You accept those Deliverables (**Acceptance Certificate**).
- c) If in Your reasonable opinion, the Deliverables fail to meet the requirements for those Deliverables as described in this Agreement, You may by notice to Funraisin reject the Deliverables, in which case:
 - i) Funraisin must within 5 Business Days (or such longer period agreed by You) rectify the causes of the failure of the Deliverables to meet those requirements, or otherwise modify or substitute the Deliverables, and re-deliver the Deliverables to You without additional cost; and
 - ii) the Acceptance Tests must be repeated in accordance with paragraph (a).

- d) The parties may perform multiple phases of Acceptance Tests for particular Deliverables, and they may be performed on an iterative basis a number of times;
- e) Funraisin will perform the Acceptance Tests and Technical tests prior to delivering a Site to You and see to it that the Deliverables described in the Project Outline are completed and meet or exceed the requirements.
- f) The Acceptance Tests will entail:
 - i) Registration flows across all event types and entry forms; and
 - ii) Payment on all levels (e.g. event, team and participant) .
- i) You are responsible for identifying Your test use cases and performing Acceptance Tests on those.

7.7 Technical Problems

- a) Funraisin will provide the Support Services with respect to the Website and Service in accordance with Attachment B (Support Services).
- b) In the case of technical problems You, in your role as a Subscriber, must make all reasonable efforts to investigate and diagnose problems before contacting Funraisin.
- c) If You still need technical help, you may use the ticketing help desk module contained in the Service to submit your request for support.

8.0 Limitation of liability

- a) To the maximum extent permitted by Law, each party limits its liability to the other party (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data and funds) or damage arising, directly or indirectly under or in connection with this Agreement, equal to the maximum amount covered for this case of damage by the insurer of the liable Party.
- b) Subject to clause 6.3, Funraisin:
 - i) does not warrant that the Service will be uninterrupted, timely, or error-free nor does Funraisin warrant that the results that may be obtained from the use of the Service will be accurate or reliable; and
 - ii) will not be liable for any incomplete transactions or any transactions not paid to You arising as a result of any Excluded Downtime.
- c) The limitation of liability in paragraph (a) does not apply in relation to:
 - iii) the death or personal injury of any person;
 - iv) loss of, or damage to, any real or personal property caused or contributed by Funraisin, whether or not owned by You;
 - v) a breach by Funraisin of the warranty in clause 6.1d;
 - vi) a breach by Funraisin of its obligations under clause 4.2 and 3.3;

9.0 Termination

9.1 Term

- a) This Agreement will continue for a period of one year from the Commencement Date (**Initial Term**). At the end of the Initial Term this Agreement will automatically continue for another period of the

same duration as the Initial Term (**Renewal Term**), provided You continue to pay the prescribed Fees when due, unless either party terminates this Agreement by giving notice to the other party at least 30 days before the end of the Initial Term or relevant Renewal Term.

9.2 Termination by Funraisin

If You:

- a) materially breach any provision of this Agreement (including by non-payment of any Hosting Fees) and do not remedy the breach within 30 days after receiving written notice of the breach if the breach is capable of being remedied, or
- b) Your business becomes insolvent or Your business goes into liquidation or has a receiver or manager appointed to any of its assets, or You make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction,

Funraisin may take any or all of the following actions, at its sole discretion:

- c) terminate this Agreement and Your use of the Service; or
- d) suspend for any definite period of time Your use of the Service.

9.3 Termination by You for breach

You may terminate this Agreement (in whole or in part):

- a) with immediate effect by giving Funraisin notice of such termination, if Funraisin breaches a provision of this Agreement and such breach is not capable of being remedied or is not remedied within 30 days after Funraisin receives notice of such breach;
- b) by notifying Funraisin accordingly if Funraisin is unable to perform any of its obligations under this Agreement as a result of a force majeure event for a period of 14 days or more; and
- c) if Funraisin become insolvent, goes into liquidation or has a receiver or manager appointed to any of its assets, or makes any arrangement with its creditors, or becomes subject to any similar insolvency event in any jurisdiction.

9.4 Both parties right to terminate for convenience

Both parties may terminate this Agreement at any time by giving the other at least 30 days prior written notice, provided that Funraisin will be entitled to payment in respect of work completed in accordance with this Agreement up to the date of termination (which, in the case of fixed price payments, is to be calculated based on the proportion of work which has been completed).

Funraisin will ensure post-termination assistance will be provided in the form of maintaining the Hosting of the Website for at least 30 days, and more if requested. During this time You will be responsible for any fees outlined in [Clause 10.0](#).

9.5 Consequences of Termination

On termination of this Agreement:

- a) You will:
 - i) remain liable for any accrued unpaid charges and amounts which become due for payment before or after termination; and

- ii) immediately cease to use the Service.
- b) You may retain any Deliverables already delivered to you under this Agreement, and on Your request, Funraisin must provide to you any Deliverables not yet delivered to You in their then current state of development;
- c) Funraisin will provide to You in a form agreed with You a full copy of all the Data resulting from the use of the Service or the Website, and delete the Data from Funraisin's records; and
- d) Termination or expiry of this Agreement for any reason does not affect any accrued rights or remedies of either party.

10.0 Fees and Payments

10.1 Payment by You

Fees will be due within 30 days of receiving an invoice. All invoices and payments will be in AUD. Funraisin will provide no less than 90 days notice in advance should there be any increases or decreases in fees charged.

10.2 Invoices

Funraisin must submit a valid tax invoice to You as set out below or in a Statement of Work.

10.3 Expenses, Resources and Equipment

Funraisin is responsible for any costs and expenses it or its Personnel incur in the provision of the Services, unless specified otherwise in a Statement of Work.

Funraisin is responsible for supplying any necessary resources and equipment required for the provision of the Services, unless specified otherwise in the Project Outline.

10.4 Deferral of Payments

If Funraisin fails to provide the Services in accordance with this Agreement and/or to Your reasonable satisfaction, without limiting any remedies available to You, You may defer payments of any invoices until Funraisin rectify that failure.

10.5 Hosting Fee

You agree to pay the monthly hosting fee in consideration for hosting the Website. The value of the minimum Hosting Fee is \$130. Some fundraising sites experience significant traffic and require dedicated hosting solutions, Funraisin will work with You to establish whether your site requires this and if so discuss the cost implications of moving to a dedicated hosting solution. Note that dedicated hosting solution requirements vary with website traffic and traffic experienced from multiple data connections, when these details are understood Funraisin can provide a cost estimate to you for this.

Your minimum monthly Hosting Fee consists of web server and database server hosting with Amazon Web Services based in Australia, content delivery network (CDN) usage and Mailgun for email delivery. Your hosting fee begins at the time of the initial Website setup. Funraisin hosting fees may be subject to change annually due to fluctuations in foreign exchange rates and inflation.

10.6 Platform Service Fees

You must pay Funraisin a platform service fee ("**Platform Service Fee**"). You may choose to pay the Platform Fee by using either a 'Fixed Service Fee' or a 'User Contribution' ("**Fee Method**") for all transactions with the exception of Facebook donations, EFT payments, imported regular gifts, and raffle ticket sales (including

imported raffle ticket sales), which must use the Fixed Fee method. By default, Funraisin will configure the User Contribution Fee Method as your default setting unless otherwise requested. You may request to change between the Fee Method options at any time by requesting this through support.

10.6.1 Fixed Service Fee

If You choose the Fixed Service Fee Method, Funraisin will charge a small Platform Service Fee for all transactions of 4% in the base platform currency. The fee will be deducted from the gross transaction amount. Credit card processing fees from Stripe and Paypal will be charged directly to You.

Platform Service Fees incurred via transactions made by the End User using EFT, Facebook and PayPal are unable to be collected automatically and Funraisin will issue you an invoice within 30 days of the end of each calendar month.

Platform Service Fees incurred via imported raffle ticket sales are unable to be collected automatically and will be charged at 4% in the base platform currency and Funraisin will issue you an invoice within 30 days of the end of each calendar month.

Platform Service Fees incurred via imported regular gifts are unable to be collected automatically and will be charged at 1% in the base platform currency and Funraisin will issue you an invoice within 30 days of the end of each calendar month.

10.6.2 User Contribution

If You choose the User Contribution Fee Method, then:

- a) At the time of the initial transaction, a User may elect to pay an additional amount to the underlying transaction ("**User Contribution**")
- b) If the User elects to pay the User Contribution amount, then an amount equal to the User Contribution will be paid by You to Funraisin ("**Platform Service Fee**").
- c) Funraisin will deduct the Platform Service Fee at the time of transaction through connected Stripe accounts for credit card payments. You authorise Funraisin to connect the Service in order to automate this transfer of each Platform Service Fee.
- d) For User Contributions made by all other Payment Methods (currently PayPal), Funraisin will issue you an invoice within 14 days of the end of each calendar month for Platform Service Fees incurred during that month.
- e) To avoid any doubt, if the User does not pay a User Contribution, You will not be required to pay or transfer any Platform Service Fee under the User Contribution Fee Method.
- f) All User Contribution's will be recorded as a personal donation and contribute to any fundraising totals displayed on the Website, unless otherwise requested.
- g) Funraisin reserved the right to vary the User Contribution Fee in line with inflation, any legislative change or other market conditions.

10.7 SSL certificates

Funraisin will order and install an SSL certificate, from an industry-leading security provider, on Your Website unless otherwise requested by You. Funraisin will take care of the timely renewal of these certificates at a charge to You of AUD\$165 per certificate which will be billed to You at the time of each site renewal. This charge includes the purchase and installation of the SSL certificate. If You choose to change the URL of your platform after an SSL certificate has been purchased and installed, Funraisin will need to purchase and install a new certificate using the new URL and this will incur the same charge again. As is industry standard, each

certificate expires 12 months after the purchase date and will be required to be renewed for secure transactions.

11.0 Dispute Resolution

- a) If there is any dispute arising out of or in connection with this Agreement:
 - i) the party raising the dispute must notify the other party in writing that a dispute exists, with sufficient detail to enable the dispute to be considered;
 - ii) the parties must then meet in person, or via an online meeting, to discuss and attempt to resolve the dispute; and
 - iii) if the dispute is not resolved after seven days from that notice, either party may commence proceedings in relation to the dispute.
- b) This Agreement is governed by the laws of New South Wales, Australia.

12.0 Assumptions and preconditions

Attachment D displays assumptions and preconditions in addition to this Agreement.

Attachment A

Support Services

1.0 Defect rectification

- a) Funraisin must, during the Hours of Support:
 - i) promptly Fix any defects in the Website or Service of which it becomes aware of or that You notify Funraisin; and
 - ii) where relevant, pending the fix of any defect, provide a suitable work around to temporarily restore the functionality of the Website or Service, as quickly as possible.

2.0 Service Desk

- a) Funraisin maintains a suitably staffed service desk/technical enquiry services for the benefit of You (Service Desk) to:
 - i) provide responses to You in respect of any defect arising in the Service, Website or any Deliverables;
 - ii) identify, accept, monitor and manage defects through to fix.

3.0 Training

Initial training is typically conducted in two sessions. The first session focuses on editing page content, event settings and tasks associated with campaign or event managers typically perform.

The second training session is for those stakeholders who require training in other areas of the site including reporting, donation and entrant management, and remaining areas of the site.

These training sessions are scheduled after testing is complete and prior to the site going live, while there is still sufficient test data in the platform.

Training is conducted via online video.

4.0 Additional free support

- a) Funraisin provide additional free support. Additional free support begins after the full Website is launched to the public. Additional free support requests are subject to a maximum of 30 minutes of development and we aim to complete 1 additional free support request per day during the Hours of Support. The effort required for development is exclusively determined by Funraisin. For additional support requests which Funraisin deem as outside of the 30 minute development, Funraisin will advise You and suggest an alternative.

Funraisin undertake the additional free support requests during the Hours of Support but provide no guarantee either express or implied on the timeframe of when a support request can or will be resolved.

- b) Additional free support requests should fall within the following categories:

- UI improvements (HTML, CSS, JavaScript)
- Styling elements with CSS
- Content population and image manipulation
- Creation of basic graphics (e.g. buttons, banners, headers, etc.)
- Assistance with custom reports
- Advice and support on optimum use of the Service or Website
- Optimisation of CSS, JavaScript and Images

If You are unsure about the whether or not a request meets these criteria, You must use the Service Desk to submit your request and Funraisin will either accept or deny the request.

Examples of requests which are outside of scope of the 30 minute development include:

- Website redesign
- Landing page design
- Custom development
- Any request for change deemed by Funraisin to exceed 30 minutes in effort

5.0 Web hosting responsibilities and maintenance activities

Funraisin are solely responsible for the maintenance and upkeep of all servers used for any site using our software. Each Funraisin application receives ongoing daily updates, with all updates tested and reviewed prior to release.

All Funraisin servers are managed by Funraisin. Yum is monitored on a daily basis and any security patches released are carried out each Saturday after the notification comes out unless the patch is non-essential.

The network infrastructure, server hardware and virtualisation are delivered by Amazon Web Services.

Attachment B

Service Levels

Severity Level	Response and commencement of Fix	Provision of a Workaround from commencement of Fix	Fix from commencement of Fix
1. Critical - a Defect where the Service or Website (as applicable) is totally unavailable or unusable.	1 hour	2 hours	5 hours
2. High - a Defect where the functionality or performance of the Service or Website (as applicable) is seriously degraded resulting in an inability for the Website or Service to process payment transactions. It is noted that defects can also occur from Your payment gateway and their banking systems, in the case of which Funraisin will endeavour to assist where possible.	2 hours	4 hours	7 hours

3. Medium - a Defect where the functionality, availability or performance of the Service or Website (as applicable) is degraded, but not to the extent that payment transactions are impacted.	1 Business Day	2 Business Days	1 week
4. Low - all other Defects.	1 week	1 week	1 week

Where a Defect is found to be present in in three or more Sites in Your portfolio, the Severity Level shall be escalated by one level.

Definitions:

Any capitalised terms used in this Attachment B have the following meanings:

“Defect” means any failure, fault, defect or error in the Website or Service, including a failure of the Software to comply with the terms of this Agreement or any Requirements.

“Fix” means a permanent fix, remedy, removal or resolution (as applicable) of a Defect. A Defect is not “Fixed” with a temporary solution such as a Workaround.

“Hours of Support” means weekdays 24 hours. Critical and High Severity Level issues are also supported outside of Hours of Support.

“Severity Level” means the severity levels to which Funraisin must respond

“Work Around” means a temporary solution that will restore the operation of the Website or Service to continue to function until such time as a new solution can be identified to Fix a Defect, and the Defect has in fact been Fixed

Escalations

In all cases, Customer opens a Support ticket using the site inbuilt Support module.

Priority level can be specified in the subject line of support ticket.

For Critical and High issues during outside of Hours of Support contact Scott Dilley +61 405 171 825

If unhappy with response per SLA, contact Courtney Evans courtney@funraisin.co +61 404 805 326

Once resolved to the Your satisfaction, the situation is monitored for an agreed duration. The Business Directors remain on standby and available in case the problem reoccurs during the monitoring period.

The de-escalation process follows these steps:

- Once the monitoring period is successfully completed, support ticket is closed by Funraisin after seeking agreement with the You.
- Once the escalation is closed, You can request a post-escalation review to assess how all teams can improve communication and process.

Vulnerability Resolutions

Funraisin will aim to resolve any vulnerability findings following a Penetration Test organised directly, or via results from a Penetration Test organised by You on Your Funraisin Website, according to the [OWASP Risk Rating Methodology](#).

Severity Level	Where resolution requires a bug fix in software code	Other issues including but not limited to missing patches or misconfiguration of software
High	Within 2 Business Days	Within 4 Business Days
Medium	Within 1 week	Within 2 weeks
Low	Within 3 weeks	Within 4 weeks

Attachment C

Availability Targets

Hosting Availability Target

1. The Availability Target for the Website (in relation to which the Hosting Fee is paid) is a minimum of 99.9% of the time in any given month.
2. The achieved availability of the Website is stated as a percentage and is calculated as follows:

$$\text{Hosting availability \%} = ((A - B) / A) * 100$$

Where:

A = the number of minutes during the month, less scheduled downtime for maintenance purposes that is agreed with You in advance.

B = the number of minutes during the month when the Website is unavailable (other than during Excluded Downtime, or scheduled downtime for maintenance purposes).

Availability Credits

If Funraisin fails to achieve the relevant Availability Target for the Website or Service in any given month, the following Availability Credits will be credited to Your account for deduction from the Hosting Fee at your discretion:

Actual availability	Availability Credit to be applied to the Hosting Fee
less than 99.9% but equal to or greater than 99.5%	10% of the relevant Fee
Less than 99.5%	30% of the relevant Fee