

# General Terms

Select your region

GLOBAL\*

NEW ZEALAND

\* Excluding New Zealand and UK

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[becollective.com](https://becollective.com)

# General Terms Global

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## GENERAL TERMS – SEPTEMBER 2022

### GENERAL TERMS

Effective Date of this version: 1 September 2022

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 Pro service or Be Collective Plus, in which case, there are some additional terms that apply to your use of the platform which are set out below in sections 13 headed 'Be Collective Plus Users' and 14 headed 'Be Collective Pro 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 General Terms may be updated from time to time.

You must be 16 or over to use the platform or register for our Service otherwise a parent or guardian will need to set up a family group and invite you to register as part of that group in order to use the service.

By clicking or tapping on the "Sign Up" check box, you are confirming your acceptance of our General Terms 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). Where you are setting up a family group, you will accept these General Terms on behalf of each family member who is under 16 that you invite to join your family group.

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 in your registration details. In addition, specific additional provisions apply to you – see Section 13 and Section 14.

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 Organisational User 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.

### 1. Be Collective Licence

#### 1.1. Licence to use Be Collective platform and service

1.1.1. Subject to these General Terms, Be Collective grants to you a non-exclusive licence, to remotely access and use the Be Collective service. Your use is for you alone and is only for screen access to input and retrieve data.

#### 1.2. Your license to us

1.2.1. For both volunteers and volunteer organisations, you grant to Be Collective a licence to the Data you post on our service which includes the right to reproduce information and Data and to provide access to your Data to other users for the purposes of providing our services. If you have given permission

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to other users or persons to access and view your Social Record, the licence you have granted allows those persons you have nominated to access your Data and continues until you revoke that permission by updating your registration details.

- 1.2.2. If you are a volunteer organisation subscribing to these General Terms, you grant to Be Collective a licence 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.

## 2. Your account and your obligations

### 2.1. Your account

- 2.1.1. You are responsible for all activity on your account (including, in the case of a family account, the members of your family). You will need to set up your account in the platform including your unique identification name 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 organisation will have visibility of relevant activities you undertake. You must promptly notify Be Collective of any unauthorised use of your account which you become aware of.

### 2.2. Keep your details accurate

- 2.2.1. You are responsible for your Data must ensure that all the registration information you provide when opening your account is complete, true and accurate in all respects and you must update your information to keep it accurate and complete.

### 2.3. Data backup

- 2.3.1. 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.

### 2.4. Donations

- 2.4.1. 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. Please be aware that there will be a deduction of part of the donation for providing the service (to fund our third-party payment service).

## 3. Your General Obligations and Things You Must Not Do

### 3.1. Third-party services

- 3.1.1. You can't use our service unless you have the necessary internet access. Be Collective does not provide Internet access and is not liable for any third-party services used by you to use the Be Collective Service.
- 3.1.2. We will use reasonable endeavours to maintain compatibility between third-party services and the Be Collective platform and service but don't guarantee it.

### 3.2. Acceptable use obligations

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

- (a) not share your password or User ID with anyone or 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;
- (c) not use the 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 or defame anyone or to 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 the Be Collective Service to breach a person's rights (including committing defamation 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.

### 3.3. Your applications for Volunteer positions

3.3.1. The details (including your personal information – see our Privacy Policy) you enter in your record as part of your Data (see below) will be utilised and provided to volunteer organisations that advertise volunteer positions for which you apply. The information you will be asked to provide will include 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.

3.3.2. You must ensure that all the information you provide in relation to any application is complete and accurate. If Be Collective is notified or becomes aware that any information you have provided does not comply, it may immediately remove that information. We will of course, give you the opportunity to respond and have the information reinstated if you can demonstrate that your information did comply.

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### 3.4. Right to suspend Service

- 3.4.1. Be Collective reserves the right to suspend provision of your Service if you are in breach of these General Terms. 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.

### 3.5. Be Collective is not liable for these things

- 3.5.1. Be Collective is not 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 service, network, telecommunications or other service or equipment;
  - (b) your, or any third-party's products or services or your or their negligence, acts or omissions;
  - (c) scheduled maintenance we may carry out; or
  - (d) unauthorised access by third parties.

## 4. Your Data

### 4.1. You retain ownership of your Data

- 4.1.1. You retain all right, 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. This 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.

### 4.2. Limited license to your Data

- 4.2.1. You grant to Be Collective a license to 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 us to provide and for you to use and take the full benefit of our services.

### 4.3. Data review and removal

- 4.3.1. Be Collective reserves the right to review and 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. We 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 service provider to remove or disable access, it will need to act immediately to comply with that direction.

### 4.4. Data disclosure

- 4.4.1. 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.

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### 4.5. Exporting your Data

- 4.5.1. 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 but before you stop using our service. When you deregister, your account will be closed and all of your Data may be deleted.

### 4.6. Third-party resources and links to other websites

- 4.6.1. 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. The inclusion of a link does mean we endorse the content of the external site and we are not responsible for and accept no liability for the content or services provided by any third-party websites.

### 4.7. Third Party Products

- 4.7.1. Be Collective may provide the Customer access to other third-party software and/or services through relationships Be Collective has established with certain commercial vendors ("third-party vendors"). Unless otherwise notified, the Customer understands that product support for third-party products is not provided by Be Collective and Be Collective is dependent on the third-party vendor for that support. Neither Be Collective nor any third-party vendor makes any representations or warranties, express or implied, regarding any third-party products.
- 4.7.2. The Customer expressly acknowledges and agrees that use of third-party products is at the Customer's sole risk and such third-party products are provided "as is" and without representation or warranty of any kind from Be Collective or any third-party vendor, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses or results, correspondence to description, or non-infringement of third-party rights.
- 4.7.3. To the maximum extent permitted by applicable law, neither Be Collective nor any third-party vendor will be legally responsible for any damages, whether direct, indirect, or consequential, arising from the use or inability to use any third-party product. The Customer agrees to observe the terms of any license and/or applicable end user subscriber agreement for third-party products and that the Customer shall be fully liable to third-party vendors and Be Collective with respect to any improper use of such third-party products or violation of license agreements with them and/or applicable end user subscriber agreements, unless end-user licensing has been specifically scoped, charged and deemed provided by Be Collective as part of the Services. In this case, Be Collective assumes responsibility for payment and maintenance of the end user licensing provided.

## 5. What we do and don't do

### 5.1. Our platform and service

- 5.1.1. 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.

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### 5.2. What we don't do

- 5.2.1. 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 or 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, you will need to confirm 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; or
  - (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.
  - (g) actively monitor or exercise control over the content of information transmitted through our platform, or use of our platform.

## 6. Reporting breaches of these General Terms

### 6.1. Reporting breaches

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

### 6.2. Our action on receiving a breach report

- 6.2.1. 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 General 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 General Terms.

## 7. Privacy and confidentiality

### 7.1. Privacy

- 7.1.1. The Be Collective 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.



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### 7.2. Confidentiality

7.2.1. 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 to do so.

## 8. Be Collective Intellectual Property

### 8.1. Be Collective service software IP

8.1.1. 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. Nothing in these General Terms nor your use of the software grants you ownership of software, the platform, the processes we employ 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.

### 8.2. Agreement not to replicate

8.2.1. 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.

## 9. Suspension, Cancellation and Termination of Services

### 9.1. Suspension or Cancellation due to discontinuance

9.1.1. 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. If Be Collective is unable to transition to a replacement software or platform provider (as applicable) offering a service with similar functionality, 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.

### 9.2. Termination by us

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

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### 9.3. Termination by you

- 9.3.1. 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.

### 9.4. Effects of Cancellation and Termination

- 9.4.1. 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.

### 9.5. Records we will keep

- 9.5.1. 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.

## 10. Indemnification

### 10.1. Your Indemnity to Be Collective

- 10.1.1. 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) any unauthorised access to Be Collective service or the platform, to the extent such unauthorised use arises from your breach of these General Terms;
  - (b) your breach of any third-party right intellectual property right or privacy right;
  - (c) 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
  - (d) any claim against Be Collective, it's employees and parent corporation arising as a consequence of your Data infringing these General Terms.

### 10.2. Delays and interruptions

- 10.2.1. Be Collective shall not be liable for any loss of data, delays, corruption of data, non-deliveries or service interruptions. The Customer shall be solely responsible for the selection of the Services and suitability of the Services. Neither Be Collective nor its network services supplier will be liable for unauthorised access to Be Collective or the Customer's transmission facilities or premise equipment or for unauthorised access to, or alteration, theft or destruction of the Customer's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, except where such damage occurs as a result of Be Collective's negligence.

### 11. Limitation of Liability

#### 11.1. Exclusion of liability

11.1.1. 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 of 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 result of the Be Collective Service or otherwise.

#### 11.2. Limit of liability

11.2.1. To the extent permitted by law, Be Collective's, its affiliates' and service providers' (specifically, the platform and software providers, if applicable) 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 the amount for which we are insured and can recover in relation to your claim and, if we are not covered by insurance, to \$1,000.00; or
- (b) If you are an Organisational user and you are paying charges, to an amount equal to the actual fees received by Be Collective from you in the preceding six (6) month period immediately preceding the date on which the most recent such claim made by you arose (as agreed or determined by a Court).

#### 11.3. Exclusion of implied terms and limitation

11.3.1. Subject to the next paragraph and to the extent permitted at law, Be Collective expressly excludes all conditions, warranties, terms or guarantees of any kind, which would otherwise be implied by law, with respect to Be Collective Service. Be Collective makes no warranty that Be Collective Service will meet your requirements, or that performance will be uninterrupted, timely, secure, or error free.

11.3.2. 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, at Be Collective's option, resupply of the services or the cost of doing so.

### 12. Changes, Updates and discontinuance

#### 12.1. Changes to General Terms

12.1.1. 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 [www.becollective.com](http://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.

#### 12.2. Changes to Services

12.2.1. 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.

### 13. Be Collective Plus Users

#### 13.1. Be Collective Plus User terms

13.1.1. Be Collective Plus is an enhanced subscription-based version of our free service and provides additional benefits detailed when you subscribe. You can subscribe at any time via the Be Collective website or by upgrading your Be Collective free service to Be Collective Plus within the Be Collective platform.

13.1.2. When you subscribe for Be Collective Plus you must sign up and pay for 12 months minimum term. Your payment is non-refundable if you decide to cancel or stop using Be Collective Plus. Your subscription will automatically renew each 12-month period unless you notify Be Collective that you wish to cancel your subscription prior to the subscription renewing.

13.1.3. Be Collective Plus subscriptions are non-transferable.

#### 13.2. Organisational Users

13.2.1. 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 and users that have subscribed to Be Collective Plus) you are an 'Organisational User'. If you are an Organisational User additional terms apply to you (the Solution Services Agreement).

#### 13.3. Solution Services Agreement

13.3.1. The Solution Services Agreement applies 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 Solution Services Agreement applies.

#### 13.4. Payment through Stripe

13.4.1. Depending on the type of organisation subscribing to Be Collective Plus, certain discounts may apply and these will be presented to you during the subscription process.

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13.4.2. Payment is made through Stripe and is secure. When you make a payment you will be transferred through to the Stripe environment in order to do so. Once your payment and other information (which will include Personal Information) moves into the Stripe environment, it will be subject to Stripe's security and privacy terms and conditions and Be Collective will not be responsible for information provided to Stripe. If you require more information about how your Personal Information is handled in that environment click [here](#).

### 13.5. Warranties of Customer

13.5.1. The Customer represents, warrants and agrees that:

- (a) The Customer has the legal right and ability to enter into this Agreement;
- (b) the performance by the Customer of its obligations and use of the Services by the Customer, its customers and others obtaining access to the Service through it, will not violate any laws or regulations, the General Terms or the User Organisation Terms or cause a breach of any agreements with any third parties or unreasonably interfere with the use by other customers of Be Collective services provided by Be Collective;
- (c) The Customer assumes all risks relating to processing of electronic commerce transactions.

13.5.2. In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, Be Collective will have the right, in its sole discretion, to suspend or immediately terminate any Services in each case by serving written notice on the Customer.

## 14. Be Collective Pro Users

### 14.1. Organisational Users

14.1.1. 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 and users that have subscribed to Be Collective Pro) you are an 'Organisational User'. If you are an Organisational User additional terms apply to you (the Solution Services Agreement).

### 14.2. Solution Services Agreement

14.2.1. The Solution Services Agreement applies 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 Solution Services Agreement apply.

## 15. General

### 15.1. Force Majeure

15.1.1. 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.

### 15.2. Entire Agreement

15.2.1. 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.

**15.3. Assignment**

15.3.1. 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.

**15.4. Severability**

15.4.1. If any provision of our agreement with you 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.

**15.5. Relationship of the parties**

15.5.1. 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.

**15.6. Governing law**

15.6.1. 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.

# General Terms New Zealand

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[becollective.com](https://becollective.com)

### GENERAL TERMS

#### Effective Date of this version: 1 September 2022

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 Pro service or Be Collective Plus, in which case, there are some additional terms that apply to your use of the platform which are set out below in sections 13 headed 'Be Collective Plus Users' and 14 headed 'Be Collective Pro 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, 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).

In using the Be Collective platform, you will provide data to us, which will include personal information as defined in the Privacy Act 2020. For the purposes of these General Terms, we refer to "Data" to mean all the information you provide to us in the course of using our platform, whether personal or otherwise. The way we handle and protect your personal information is covered in our Privacy Policy. These General Terms are designed to be read in conjunction with our Privacy Policy. You agree that Be Collective may use and share personal information you provide to Be Collective in accordance with our Privacy Policy.

You must be 16 or over to use the platform or register for our Service; otherwise, a parent or guardian will need to set up a family group and invite you to register as part of that group in order to use the service.

By clicking or tapping on the "Sign Up" check box, you are confirming your acceptance of our General Terms 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). Where you are setting up a family group, you will accept these General Terms on behalf of each family member who is under 16 that you invite to join your family group.

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), you are representing to Be Collective that you are authorised to do so on behalf of that organisation. This includes your organisation's related entities if you have also specifically subscribed for those related entities in your registration details. In addition, specific additional provisions apply to you – see Section 13 and Section 14.

The terms "you" and "your" and similar terms will refer to the named organisation and, if you have also subscribed for related entities, also refers to those named related entities.

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 our Solution Services Agreement.

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.

## 1. Be Collective Licence

### 1.1. Licence to use Be Collective platform and service

1.1.1. Subject to these General Terms, Be Collective grants to you a non-exclusive licence, to remotely access and use the Be Collective service. Your use is for you alone and is only for screen access to input and retrieve data.



### 1.2. Permission to use Data

- 1.2.1. If you have given permission to other users or persons to access and view your Social Record, the access you have granted allows those persons you have nominated to access your Data and continues until you revoke that permission by updating your registration details.
- 1.2.2. If you are a volunteer organisation subscribing to these General Terms, you authorise Be Collective 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.

## 2. Your account and your obligations

### 2.1. Your account

- 2.1.1. You are responsible for all activity on your account (including, in the case of a family account, the members of your family). You will need to set up your account in the platform including your unique identification name 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 organisation will have visibility of relevant activities you undertake. You must promptly notify Be Collective of any unauthorised use of your account which you become aware of.

### 2.2. Keep your details accurate

- 2.2.1. You are responsible for your Data and must ensure that all the registration information you provide when opening your account is complete, true and accurate in all respects. You must also update your information when required to keep it accurate and complete. We will allow you to access records containing your Data, and update or correct your Data when required, in accordance with our Privacy Policy.

### 2.3. Data backup

- 2.3.1. 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.

### 2.4. Donations

- 2.4.1. 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. Please be aware that there will be a deduction of part of the donation for providing the service (to fund our third-party payment service). For further information on how Be Collective processes donations, please click [here](#).

### 3. Your General Obligations and Things You Must Not Do

#### 3.1. Third party services

- 3.1.1. You can't use our service unless you have the necessary internet access. Be Collective does not provide Internet access and is not liable for any third-party services used by you to use the Be Collective Service.
- 3.1.2. We will use reasonable endeavours to maintain compatibility between third-party services and the Be Collective platform and service but don't guarantee it.

#### 3.2. Acceptable use obligations

- 3.2.1. When you are using the Be Collective platform and service you must:
- a) not share your password or User ID with anyone or let anyone else access your account, or do anything that might jeopardise the security of your account;
  - b) not cause harm or damage to the Be Collective platform or service or our suppliers;
  - c) not use the 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 the Be Collective Service or that may impact the ability of any Be Collective Service user to access the 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, publishing falsehoods, misrepresentations, or misleading statements or to impersonate someone;
  - e) not use the service to stalk, bully, harass or defame anyone or to 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 the Be Collective Service to breach a person's rights (including committing defamation 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 Be Collective Service or platform to publish or send bulk messages or unsolicited emails. Sending unsolicited commercial electronic messages is a violation of the Unsolicited Electronic Messages Act 2007 and is prohibited by law;
  - i) not attempt to or actually access the Be Collective Service by any means other than through the portals or interfaces provided by the Be Collective Service;
  - j) not attempt to or actually override any security component included in or underlying the 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, the Be Collective Service or the platform; and
  - l) notify Be Collective immediately of any unauthorised access, security breach (suspected or otherwise) of the Be Collective Service, or loss or misuse of confidential password or login.

#### 3.3. Right to suspend Service

- 3.3.1. Be Collective reserves the right to suspend provision of your Service if you are in breach of these General Terms. Be Collective will provide as much notice to you as is practicable in circumstances

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where it proposes to suspend Service provision having regard to the nature of the circumstances causing the proposed suspension.

### 3.4. Your applications for Volunteer positions

- 3.4.1. The details (including your personal information – see our Privacy Policy) you enter in your record as part of your Data (see below) will be utilised and provided to volunteer organisations that advertise volunteer positions for which you apply. The information you will be asked to provide will include your qualifications, work experience (where applicable) and 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.
- 3.4.2. You must ensure that all the information you provide in relation to any application is complete and accurate. If Be Collective is notified or becomes aware that any information you have provided is incomplete or inaccurate, we will contact you and request that you update the relevant information.

### 3.5. Items Be Collective is not liable for

- 3.5.1. Be Collective is not 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 service, network, telecommunications or other service or equipment;
  - b) your, or any third parties' products or services or your or their negligence, acts or omissions;
  - c) scheduled maintenance we may carry out; or
  - d) unauthorised access by third parties.

## 4. Your Data

### 4.1. You retain ownership of your Data

- 4.1.1. You retain all right, 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. This 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.

### 4.2. Limited license to your Data

- 4.2.1. You grant to Be Collective a license to 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 us to provide and for you to use and take the full benefit of our services.

### 4.3. Responsibility for your Data

- 4.3.1. 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.
- 4.3.2. If you are an organisation, and are uploading the Personal Information of any individual to Be Collective, you are solely responsible for ensuring that you have obtained all necessary rights,

releases, and consents in relation to that Personal Information.

#### **4.4. Data review and removal**

4.4.1. Be Collective reserves the right to review and remove or disable access to any of your Data that, in Be Collective's sole discretion, violates the law, these General Terms, or the Privacy Policy, or is adversely affecting the performance of the Be Collective service. We 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 service provider to remove or disable access, it will need to act immediately to comply with that direction.

#### **4.5. Data disclosure**

4.5.1. 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 in accordance with the Privacy Policy, including, without limitation, account information (i.e.: name, e-mail address etc), and your Data residing on or within the software.

#### **4.6. Exporting your Data**

4.6.1. 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 but before you stop using our service. When you deregister, your account will be closed and all of your Data may be deleted, except as otherwise provided for in the Privacy Policy.

4.6.2. Where your organisation exports Data which includes the Personal Information of any volunteer(s) to your organisation's own information system, you warrant to Be Collective that you:

- a) Only use the Personal Information for the purposes for which it was uploaded to Be Collective, and no other purposes;
- b) That your organisation's information systems are secured and provide reasonable security safeguards necessary to protect and ensure against any unauthorised access, use, or disclosure of Personal Information; and
- c) Your organisation will not disclose the Personal Information to any third parties except as permitted under these Terms, the Privacy Policy or in compliance with any law.

#### **4.7. Third party resources and links to other websites**

4.7.1. 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. The inclusion of a link does not mean we endorse the content of the external site. We are not responsible for and accept no liability for the content or services provided by any third-party websites.

#### **4.7.2. Third Party Products**

4.7.3. Be Collective may provide the Customer access to other third-party software and/or services through relationships Be Collective has established with certain commercial vendors ("third-party vendors"). Unless otherwise notified, the Customer understands that product support for third-party products is not provided by Be Collective and Be Collective is dependent on the third-party vendor for that support. Neither Be Collective nor any third-party vendor makes any representations or warranties, express or implied, regarding any third-party products.

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- 4.7.4. The Customer expressly acknowledges and agrees that use of third-party products is at the Customer's sole risk and such third-party products are provided "as is" and without representation or warranty of any kind from Be Collective or any third-party vendor, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses or results, correspondence to description, or non-infringement of third-party rights.
- 4.7.5. To the maximum extent permitted by applicable law, neither Be Collective nor any third-party vendor will be legally responsible for any damages, whether direct, indirect, or consequential, arising from the use or inability to use any third-party product. The Customer agrees to observe the terms of any license and/or applicable end user subscriber agreement for third-party products and that the Customer shall be fully liable to third-party vendors and Be Collective with respect to any improper use of such third-party products or violation of license agreements with them and/or applicable end user subscriber agreements, unless end-user licensing has been specifically scoped, charged and deemed provided by Be Collective as part of the Services. In this case, Be Collective assumes responsibility for payment and maintenance of the end user licensing provided.

## 5. What we do and don't do

### 5.1. Our platform and service

- 5.1.1. 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.

### 5.2. What we don't do

- 5.2.1. 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 or 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, you will need to confirm 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 to which they respond;
  - e) carry out police checks or verify working with children authorisations of any form; or
  - 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.
  - g) actively monitor or exercise control over the content of information transmitted through our platform, or use of our platform.

## 6. Reporting breaches of these General Terms

### 6.1. Reporting breaches

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

### 6.2. Our action on receiving a breach report

6.2.1. 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 General 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 General Terms.

## 7. Confidentiality

### 7.1. Confidentiality

7.1.1. 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 our Data. Be Collective may disclose your Data when required by law to do so.

## 8. Be Collective Intellectual Property

### 8.1. Be Collective service software IP

8.1.1. 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. Nothing in these General Terms nor your use of the software grants you ownership of software, the platform, the processes we employ or the content you access through our 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.

### 8.2. Agreement not to replicate

8.2.1. 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.

## 9. Suspension, Cancellation and Termination of Services

### 9.1. Suspension or Cancellation due to discontinuance

9.1.1. 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. If Be Collective is unable to transition to a replacement software or platform provider (as applicable) offering a service with similar functionality, 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.

### 9.2. Termination by us

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

### 9.3. Termination by you

9.3.1. 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.

### 9.4. Effects of Cancellation and Termination

9.4.1. 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 as otherwise provided in the Privacy Policy, if we otherwise agree in writing, or where we are required by law to retain your Data.

### 9.5. Records we will keep

9.5.1. 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 for a period of seven (7) years from the date of termination of your account.

## 10. Indemnification

### 10.1. Your Indemnity to Be Collective

10.1.1. You agree to defend, indemnify and hold harmless Be Collective, its 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:

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- a) any unauthorised access to the Be Collective service or the platform, to the extent that such unauthorised use arises from your breach of these General Terms;
- b) your breach of any third party right, intellectual property right or privacy right;
- c) 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
- d) any claim against Be Collective, its employees and parent corporation arising as a consequence of your Data infringing these General Terms.

### 10.2. Delays and interruptions

10.2.1. Be Collective shall not be liable for any loss of data, delays, corruption of data, non-deliveries or service interruptions. The Customer shall be solely responsible for the selection of the Services and suitability of the Services. Neither Be Collective nor its network services supplier will be liable for unauthorised access to Be Collective or the Customer's transmission facilities or premise equipment or for unauthorised access to, or alteration, theft or destruction of the Customer's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, except where such damage occurs as a result of Be Collective's negligence.

## 11. Limitation of Liability

### 11.1. Exclusion of liability

11.1.1. 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 of 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 result of the Be Collective Service or otherwise.

### 11.2. Limit of liability

11.2.1. To the extent permitted by law, Be Collective's, its affiliates' and service providers' (specifically, the platform and software providers, if applicable) 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 the amount for which we are insured and can recover in relation to your claim and, if we are not covered by insurance, to \$1,000.00 NZD; or
- b) If you are an Organisational user and you are paying charges, to an amount equal to the actual fees received by Be Collective from you in the preceding six (6) month period



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immediately preceding the date on which the most recent such claim made by you arose (as agreed or determined by a Court).

### 11.3. Exclusion of implied terms and limitation

- 11.3.1. Subject to the next paragraph and to the extent permitted at law, Be Collective expressly excludes all conditions, warranties, terms or guarantees of any kind, which would otherwise be implied by law, with respect to the Be Collective Service. Be Collective makes no warranty that the Be Collective Service will meet your requirements, or that performance will be uninterrupted, timely, secure, or error free.
- 11.3.2. Nothing in this Agreement will operate so as to exclude, restrict or modify the application of any of the provisions of the Commerce Act 1986, the Fair Trading Act 1986, or the Consumer Guarantees Act 1993, 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, at Be Collective's option, resupply of the services or the cost of doing so.

## 12. Changes, Updates and discontinuance

### 12.1. Changes to General Terms

- 12.1.1. The General Terms may be updated from time to time so please check our website regularly to see if we have included made any updates or changes. We will notify you in of material changes as a notification within the platform and may notify you in writing via email to the email address you have provided.
- 12.1.2. Changes take effect 30 days after we post the amended General Terms on our website, unless otherwise advised. If you continue to use our platform after we post changes to the General Terms, this will indicate your acceptance of any changes.

### 12.2. Changes to Services

- 12.2.1. 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.

## 13. Be Collective Plus Users

### 13.1. Be Collective Plus User terms

- 13.1.1. Be Collective Plus is an enhanced subscription-based version of our free service and provides additional benefits detailed when you subscribe. You can subscribe at any time via the Be Collective website or by upgrading your Be Collective free service to Be Collective Plus within the Be Collective platform.
- 13.1.2. When you subscribe for Be Collective Plus you must sign up and pay for 12 months minimum term. Your payment is non-refundable if you decide to cancel or stop using Be Collective Plus. Your subscription will automatically renew each 12-month period unless you notify Be Collective that you wish to cancel your subscription prior to the subscription renewing.
- 13.1.3. Be Collective Plus subscriptions are non-transferable.

### 13.2. Organisational Users

13.2.1. 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 and users that have subscribed to Be Collective Plus) you are an 'Organisational User'. If you are an Organisational User additional terms apply to you (the Solution Services Agreement).

### 13.3. Solution Services Agreement

13.3.1. The Solution Services Agreement applies 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 Solution Services Agreement applies.

### 13.4. Payment through Stripe

13.4.1. Depending on the type of organisation subscribing to Be Collective Plus, certain discounts may apply and these will be presented to you during the subscription process.

13.4.2. Payment is made through Stripe and is secure. When you make a payment you will be transferred through to the Stripe environment in order to do so. Once your payment and other information (which will include Personal Information) moves into the Stripe environment, it will be subject to Stripe's security and privacy terms and conditions and Be Collective will not be responsible for information provided to Stripe. If you require more information about how your Personal Information is handled in that environment click [here](#).

### 13.5. Warranties of Customer

13.5.1. The Customer represents, warrants and agrees that:

- a) The Customer has the legal right and ability to enter into this Agreement;
- b) the performance by the Customer of its obligations and use of the Services by the Customer, its customers and others obtaining access to the Service through it, will not violate any laws or regulations, the General Terms or the User Organisation Terms or cause a breach of any agreements with any third parties or unreasonably interfere with the use by other customers of Be Collective services provided by Be Collective;
- c) The Customer assumes all risks relating to processing of electronic commerce transactions.

13.5.2. In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, Be Collective will have the right, in its sole discretion, to suspend or immediately terminate any Services in each case by serving written notice on the Customer.

## 14. Be Collective Pro Users

### 14.1. Organisational Users

14.1.1. 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 and users that have subscribed to Be Collective Pro) you are an 'Organisational User'. If you are an Organisational User additional terms apply to you (the Solution Services Agreement).

**14.2. Solution Services Agreement**

- 14.2.1. The Solution Services Agreement applies 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 Solution Services Agreement applies.

**15. General**

**15.1. Force Majeure**

- 15.1.1. 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.

**15.2. Entire Agreement**

- 15.2.1. 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 Be Collective Services. You have entered into this agreement without relying on any representation by us or any person purporting to represent us.

**15.3. Assignment**

- 15.3.1. 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.

**15.4. Severability**

- 15.4.1. If any provision of our agreement with you 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.

**15.5. Relationship of the parties**

- 15.5.1. 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.

**15.6. Governing law**

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