

TERMS AND CONDITIONS – GOODIE.ORG.AU

Last updated: 18 December 2018

These Terms and Conditions apply to the use of the website at www.goodie.org.au (the **Website**), including the use of the volunteering services offered on the Website or via emails provided by Goodie to you from time to time.

1. APPLICATION OF THESE TERMS

In using this Website, you agree to be bound by these Terms and Conditions. If you do not accept these Terms and Conditions, you must refrain from using the Website.

We may update these Terms and Conditions from time to time. When we do so, we will post a notice on the Website notifying you of the updated Terms and Conditions and the relevant Terms and Conditions will take effect from "last updated" date specified in these Terms and Conditions. It is your responsibility to ensure that you review any updated Terms and Conditions as they are made available.

The Terms and Conditions are split into three sections:

- (a) **Part A – Standard Website Terms** – general terms and conditions that apply to all users of the Website at all times;
- (b) **Part B – Terms for Volunteers** – special terms and conditions that apply to any person applying to be a Volunteer using the Goodie services; and
- (c) **Part C – Terms for Organisations** – special terms and conditions that apply to any Organisation offering a volunteering opportunity using the Goodie services.

These Terms and Conditions must be read in conjunction with any other applicable terms and conditions governing the use of this Website or the services provided by Goodie from time to time, including the Privacy Policy.

2. DEFINITIONS

In these Terms and Conditions, the expressions "**Goodie**", "**we**", "**us**" and "**our**" are a reference to Goodie Two Shoes Limited. The expressions "**you**" and "**your**" refer to each person who uses the Website from time to time.

Linked Website means any website operated by a third party which is available to you on the Website by way of a hyperlink.

Organisation means an organisation that offers the opportunity for Volunteers to provide volunteering services by use of the Website or Goodie services.

Privacy Policy means the privacy policy of Goodie, as updated from time to time, available at www.goodie.org.au.

Terms and Conditions means this document as amended from time to time.

Volunteer means any person that uses the Website or the services of Goodie in connection with evaluating volunteer opportunities or offering services to volunteer organisations.

PART A – STANDARD WEBSITE TERMS

The Terms and Conditions under this part are applicable to all users of the Website.

1. GENERAL TERMS – WEBSITE

All information provided by us under these Terms and Conditions, including information provided by way of electronic communications, is provided in good faith.

You accept that any information provided by us is general information and is not in the nature of advice. We derive our information from sources which we believe to be accurate and up to date as at the date of publication, or provision to you. We nevertheless reserve the right to update this information at any time.

You agree to use our information and other services for lawful purposes only. Further, any information provided by us which enables you to contact any other person or organisation must be used lawfully and solely for the purpose for which it is provided to you.

2. MEMBERSHIP

In order to be able to use the Website (including applying for opportunities as a Volunteer, or posting opportunities as an Organisation), you must become a member. To become a member, you may be required to complete your registration details on the Website. Membership is non-transferable. We reserve the right to terminate your membership at any time if you breach these Terms and Conditions.

If you are not a member, you are entitled to access the Website for reading purposes only. For individuals, membership of the Website is only open to you if you are 18 years old or over.

If you are under 15 years of age you must seek consent from your parent or guardian prior to your registration as a member of the Website. We rely on your registration as meaning you have obtained any relevant consents. We will delete your profile if we discover that you did not obtain the relevant consents prior to creating a profile on Goodie.

3. DISCLAIMER

This disclaimer does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

We do not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with or arising from your use of the Website or any Linked Website or your use of or reliance on information contained on or accessed through this Website.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms and Conditions is hereby excluded. If legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following:

- (a) if the breach relates to goods,
 - (i) the replacement of the goods or the supply of equivalent goods,
 - (ii) the repair of such goods,

- (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods, or
 - (iv) the payment of the cost of having the goods repaired; and
 - (b) if the breach relates to services,
 - (i) the supplying of the services again, or
 - (ii) the payment of the cost of having the services supplied again;
- and if item (a) or item (b) is not permitted under applicable legislation, to the maximum extent permitted by applicable legislation.

If your use of the Website results in the need for servicing or replacing property, material, equipment or data, we will not be responsible for such costs.

4. INDEMNITY

You indemnify us and our related bodies corporate and our respective officers, employees and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against us arising out of a failure by you to comply with these Terms and Conditions, including (as applicable) the terms set out in Part B – Terms for Volunteers and Part C – Terms for Organisations.

5. SPECIFIC WARNINGS

5.1 Use of this Website outside of Australia

Please note that this Website is designed for use by individuals in Australia. You must ensure that your access to this Website is not illegal or prohibited by laws which apply to you, including any foreign laws.

5.2 Responsibility for access to computer systems

Unfortunately, no data transmission over the internet can be guaranteed as totally secure. Although we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. You must take your own precautions to ensure that the process which you employ for accessing this Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.

5.3 Responsibility for accuracy of information

While we have no reason to believe that any information contained on this Website is inaccurate, we do not warrant the accuracy, adequacy or completeness of such information, nor do we undertake to keep this Website updated at all times. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained on this Website or provided to you.

5.4 Responsibility for third party material or advertisements

Responsibility for the content of advertisements appearing on this Website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. The placement of such advertisements does not constitute a recommendation or endorsement by us of the advertisers' products and each advertiser is solely responsible for any representations made in connection with its advertisement.

6. **INTELLECTUAL PROPERTY RIGHTS**

6.1 **Copyright in this Website and other materials**

Copyright in this Website (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us.

Information procured from a third party may be the subject of copyright owned by that third party. Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968* (Cth) and similar legislation which applies in your location, and except as expressly authorised by these Terms and Conditions, you may not in any form or by any means:

- (a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this Website or from any information obtained from this Website, or
- (b) commercialise any information, products or services obtained from any part of this Website,

without our written permission or, in the case of third party material, from the owner of the copyright in that material.

6.2 **Trade Marks**

This Website includes registered and unregistered trade marks owned by us (or our licensors) and trade marks that are the subject of applications for registration by us (or our licensors) (the **Trade Marks**).

You must not use any of the Trade Marks:

- (a) in or as the whole or part of your own trade marks or business name or company name,
- (b) in connection with activities, products or services which are not ours,
- (c) in a manner which may be confusing, misleading or deceptive, or
- (d) in a manner that disparages us or our information, products or services (including this Website).

You must not authorise or assist any person to do any of the acts specified above.

7. **PERSONAL USE ONLY**

Unless we agree otherwise in writing, and except for Organisations using the Website in accordance with Part C – Terms for Organisations, you are provided with access to this Website only for your personal use. You are authorised to print a copy of any information contained on this Website for your personal use, unless such printing is expressly prohibited. Without limiting the foregoing, you may not without our written permission on-sell information obtained from this Website.

8. **LINKED WEBSITES**

This Website may contain links to other Linked Websites, including those of organisations seeking Volunteers. Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with Linked Websites.

Our links with Linked Websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those Linked Websites, or of any information, graphics, materials, products or services referred to or contained on those Linked Websites, unless and to the extent stipulated to the contrary.

9. **PRIVACY POLICY**

We undertake to comply with the terms of the Goodie Privacy Policy which is available at all times at www.goodie.org.au, and upon request to hello@goodie.org.au.

10. **TERMINATION OF ACCESS**

Access to this Website may be terminated at any time by us without notice. These Terms and Conditions, and any disclaimers set out within these Terms and Conditions, will nevertheless survive any such termination.

11. **GOVERNING LAW**

These Terms and Conditions and any dispute arising out of or in connection with them or the subject matter of them are governed by the laws in force in the State of Victoria, Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

12. **GENERAL**

- (a) We accept no liability for any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond our reasonable control.
- (b) If we waive any rights available to us under these Terms and Conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.
- (c) If any of these Terms and Conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

PART B – TERMS FOR VOLUNTEERS

The Terms and Conditions under this part are applicable to any users of the Website that are, or intend to be Volunteers that seek volunteering opportunities. These Terms and Conditions apply in addition to Part A – Standard Website Terms.

1. GENERAL TERMS – VOLUNTEERS

Goodie enables Volunteers to access volunteer opportunities which match your interests.

While we take reasonable steps to assess the volunteer opportunities made available using the Website, we do not make any representation or warranty that the information we provide relating to volunteer services is reliable, accurate or complete or that your access to that information will be uninterrupted, timely or secure.

You should make your own enquiries and seek independent advice before acting or relying on any information or material which is made available via our Website. You acknowledge and agree that you are responsible for ascertaining the suitability of volunteering opportunities and Organisations that you engage with as a result of the use of the Goodie services or Website.

2. DISCLAIMER

All volunteer opportunities provided to you through the Goodie services (whether via the Website or through email) are offered, and have been prepared, by the relevant volunteer organisations and not by us.

Your correspondence or dealings with any volunteer organisation, or any other third party, is solely between you and the organisation or third party. The publication or provision of volunteer opportunities does not represent any form of endorsement or approval by us as to the suitability, credibility, authenticity or otherwise of any particular volunteer opportunity. You must make your own enquiries and satisfy yourself as to the appropriateness of the proposed volunteer engagement.

If you choose to accept a volunteer position with an organisation or third party, that arrangement, and any contractual obligations under that arrangement, is solely between you and the organisation. We are not responsible in any way for any legal or other requirements relating to any volunteer opportunity, nor are we involved in subsequent communications between you and the organisation or third party.

We make no undertaking as to the availability of volunteer services communicated to you through our Website or services. We further make no warranty that the opportunities made available will satisfy your requirements, or that any opportunity complies with all applicable laws.

3. SPECIFIC WARNINGS

3.1 Assessing volunteer opportunities

It is your responsibility to determine whether you wish to pursue volunteer opportunities provided to you via our Website or services.

3.2 Provision of information to us

In connection with the signup process for the Website, you may be asked to provide certain information to us. You must not provide us with any information that:

- (a) is misleading or deceptive,

- (b) infringes any copyright, trade mark, patent or other intellectual property right of another person,
- (c) contains viruses or similar software or data which is designed to interrupt, destroy or limit the functionality of any computer software or hardware, or
- (d) impersonates any person or misrepresents your relationship with any person.

4. **WARRANTIES**

4.1 **Specific disclaimer**

You agree that we will not be liable or responsible for any loss or damage of any sort incurred as the result of your dealings with a volunteer organisation or third party communicated to you via our Website or services.

4.2 **Your warranties**

You warrant to us on a continuing basis that:

- (a) the information provided by you us at all times accurate, complete and up-to-date,
- (b) you have made your own sufficient enquires about any organisation and opportunity provided to you through our services,
- (c) you will at all times act lawfully during your use of our services and participation in a volunteer opportunity, and
- (d) you are not aware of any actual or potential conflict of interest affecting your ability to participate in any opportunity for which you apply.

PART C – TERMS FOR ORGANISATIONS

The Terms and Conditions under this part are applicable to any users of the Website that are, or intend to be, Organisations that offer volunteering opportunities. These Terms and Conditions apply in addition to Part A – Standard Website Terms.

1. GENERAL TERMS – ORGANISATIONS

Goodie is a platform designed to match volunteer opportunities to prospective volunteers. You acknowledge and agree that any individual who accepts a volunteer position with you must engage directly with you regarding terms and conditions that apply to the specific position or program.

You acknowledge and agree that you are responsible for ascertaining the suitability of Volunteers that you engage as a result of the use of the Goodie services or Website.

2. DISCLAIMER

You must make your own enquiries as to the suitability of prospective Volunteers.

If you choose to communicate with a Volunteer who has used our Website or services, that communication and any subsequent arrangement with the Volunteer is solely between you and the Volunteer. Any communication to you of information relating to Volunteers (including name, contact details, interests and experience) does not constitute an endorsement or representation as to the credibility, authenticity, suitability or otherwise of any Volunteer.

We make no warranty that Volunteers who use our Website or services will meet any of your requirements, or that any Volunteer opportunity complies with all applicable laws in the relevant jurisdiction.

3. SPECIFIC WARNINGS

3.1 Responsibility for engaging Volunteers

It is your responsibility to determine whether you engage with Volunteers who visited our Website or otherwise used our services, and whether or not a particular Volunteer is suitable for the services you intend to engage them for.

3.2 Provision of information to us

In connection with your use of the Website or our services, you may be asked to provide certain information to us. You must not provide us with any information that:

- (a) is misleading or deceptive,
- (b) infringes any copyright, trade mark, patent or other intellectual property right of another person,
- (c) contains viruses or similar software or data which is designed to interrupt, destroy or limit the functionality of any computer software or hardware, or
- (d) impersonates any organisation or third party, or misrepresents your relationship with any organisation or third party.

4. **WARRANTIES**

4.1 **Specific disclaimer**

You agree that we will not be liable or responsible for any loss or damage of any sort incurred as the result of your dealings with a Volunteer who has used our Website or to whom we have provided services.

4.2 **Your warranties**

You warrant to us on a continuing basis that:

- (a) any information you provide or make available directly to us is at all times accurate, up-to-date and complete,
- (b) you will at all times act lawfully in your use of our service,
- (c) you will ensure that all dealings with the personal information of Volunteers, or any other person, in connection with our services or an individual's use of this Website, is in accordance with the *Privacy Act 1988* (Cth),
- (d) you will ensure that you maintain the confidentiality of any information obtained from us regarding Volunteers, whether in connection with our services or an individual's use of this Website, and
- (e) all volunteer opportunities directly communicated to us comply with all applicable legislation in the jurisdiction governing your operation.

PRIVACY POLICY

Last updated: 10 December 2019

This policy explains how we handle Personal Information relating to individuals, to meet the requirements of the *Privacy Act 1988* (Cth) (**Privacy Act**).

1. DEFINITIONS

In this policy the expressions "**Goodie**", "**we**", "**us**" and "**our**" are a reference Goodie Two Shoes Limited. The expressions "**you**" and "**your**" refer to each individual whose Personal Information we may handle from time to time where we are required to comply with the Privacy Act in respect of such Personal Information.

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not.

Privacy Policy means this document as amended from time to time.

Sensitive Information means any: (a) information or an opinion about an individual's racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices or criminal record that is also personal information; (b) health information about an individual; or (c) genetic information about an individual that is not otherwise health information, biometric information that is to be used for the purpose of automated biometric verification or biometric identification or biometric templates.

Spam Act means the *Spam Act 2003* (Cth).

2. TYPES OF INFORMATION COLLECTED

We only collect Personal Information to the extent that this is reasonably necessary for one or more of our functions or activities. This includes but is not limited to the following kinds of information:

- (a) identifying information and contact details, including your name, gender, date of birth, phone number and email address;
- (a) Personal Information pertaining to your interests, experiences, skills and work history; and
- (b) any communication you have with us, such as volunteer requests and progress updates.

3. METHOD OF COLLECTION

Our preference is to collect Personal Information about an individual directly from that individual unless it is unreasonable or impracticable for us to do so.

Information will generally be collected from the following sources:

- (a) forms that you may submit to us, including your volunteer application form and responses to ad hoc surveys;
- (a) any communications you have with us, such as interaction on our website; and
- (b) third parties such as service providers and other charities or organisations in connection with the provision of our services to you.

Further, we may utilise cookies which enable us to monitor traffic patterns and to serve you more efficiently if you revisit the site. A cookie does not identify you personally but it does identify your computer. You can set your browser to notify you when you receive a cookie and this will provide you with an opportunity to either accept or reject it in each instance.

4. PURPOSES OF COLLECTION, USE AND DISCLOSURE

Purposes for which we may collect Personal Information include, but are not limited to:

- (a) to match you with appropriate volunteering opportunities;
- (a) to refer you to a charity or organisations for the purpose of you providing volunteering services;
- (b) to manage our relationship with you, which includes responding to any queries or requests and contacting you for follow-up purposes;
- (c) to keep you informed of our activities, services and events which we believe may be useful to you through sending you newsletters and electronic communications; and
- (d) to profile the type of people accessing the web site and our services.

Personal Information that we collect may be aggregated for analysis but in such circumstances we would ensure that individuals would remain anonymous. Results of this analysis may be used to provide aggregated, non-identifying advice to third parties such as universities on strategies to increase community and volunteer engagement.

If you do not provide us with the Personal Information, we will not be able to provide you with appropriate volunteering opportunities tailored to your profile.

5. COMMUNICATION FROM US

We do not use Sensitive Information for marketing purposes.

We may use and disclose your Personal Information (other than Sensitive Information) to provide you with information on offers and services offered by us and you expressly consent to us doing so.

If at any time you no longer wish to receive any direct marketing from us or do not want your information disclosed for direct marketing, contact us on hello@goodie.org.au. Please note that even if you have requested not to receive further direct marketing communications, we may nevertheless continue to provide you with information about changes to our terms and conditions for the supply of goods or services and other factual information as permitted under the Privacy Act and Spam Act.

6. STORAGE OF DATA AND OVERSEAS DISCLOSURE

We, including our subcontractors, may hold electronic records of your Personal Information using cloud technology or by other electronic means, or in paper form.

We may disclose Personal Information to other parties including our service providers (such as cloud service providers) as permitted by the Privacy Act. Although we generally store Personal Information within Australia, some of these third parties may be located overseas. It is not practicable for us to specify in advance the location of every service provider with whom we deal.

7. DATA SECURITY

We will take such steps as are reasonable in the circumstances to protect the Personal Information we hold from misuse or loss and from unauthorised access, modification or disclosure.

We will also take steps as are reasonable in the circumstances to destroy or de-identify Personal Information once we no longer need it for any purpose for which the information may be used, disclosed or retained under the Privacy Act.

However, when using our website you should be aware that no data transmission over the Internet can be guaranteed as totally secure. Although we strive to protect such information, we do not warrant the security of any information that you provide us over the internet and you do so at your own risk.

8. CHANGES TO OUR PRIVACY POLICY

We may change or update parts of this Privacy Policy in order to maintain our compliance with applicable law and regulation or following an update to our internal practices. We will do this by updating this Privacy Policy on www.goodie.org.au. You may obtain a copy of our current policy from our website or by contacting us using the details at the end of this Privacy Policy.

You may not be directly notified of such a change so please ensure that you regularly check this Privacy Policy so you are fully aware of any changes or updates.

9. ACCESS, CORRECTION AND COMPLAINTS

We will take such steps as are reasonable in the circumstances to ensure that the Personal Information which we collect remains accurate, up to date and complete.

We will provide you with access to your Personal Information held by us unless we are permitted under the Privacy Act to refuse to provide you with such access. Please contact us using the details at the end of this Privacy Policy if you:

- (a) wish to have access to the Personal Information which we hold about you;
- (a) consider that the Personal Information which we hold about you is not accurate, complete or up to date; or
- (b) would like to make a complaint or otherwise require further information on our Personal Information handling practices.

If you consider that the information which we hold about you is inaccurate, out of date, incomplete, irrelevant or misleading, we will take reasonable steps, consistent with our obligations under the Privacy Act, to correct that information if you so request.

If you are not satisfied with how we manage your complaint, you may contact the Office of the Australian Information Commissioner.

10. CONTACT DETAILS

If you would like to contact us in relation to this Privacy Policy or our Personal Information handling practices, please use the following details:

Contact: Goodie Two Shoes, Privacy Guru

Address: 803/166 Wellington Parade VIC 3002

Email: hello@goodie.org.au.

We will respond to all complaints, inquiries or requests for access and/or correction within a reasonable time. In any event, we will acknowledge your complaint, inquiry or request within 30 days.