

Donor Wallet Subscriber Terms

1. Service Overview

- 1.1 Community Builders Australia Pty Ltd ABN 97 131 987 703 (**we**) provide an online service to assist subscribers (**Subscribers**) to receive and receipt payments easily, and enable people who have made payments (**Users**) to login and view their receipts, update their recurring payment details and pause or halt their recurring payments (**Service**).
- 1.2 The Service does not store credit card numbers or CCV/CVV numbers. It uses a payment gateway to obtain a pre-authorisation token that only enables the Service to trigger a payment from the User's pre-authorised payment method to the Subscriber's merchant facility or bank account associated with the payment gateway. At no time are the funds received by us, and it is the subscriber's responsibility to provide us with correct payment gateway details and advise the payment gateway of any changes to the merchant facility or bank account to be used by the payment gateway.
- 1.3 The Service stores personal information regarding Users which may include their name, email address, mobile number, postal address, transaction history, credit card name, partial card number, expiry date, payment authority token and social media accounts (**User Information**).
- 1.4 We must store User Information in accordance with applicable laws, using standard industry security methods, and not use it for any purpose other than to provide the Service or as otherwise authorised by the User or Subscriber.
- 1.5 The Service enables:
 - (a) Users to view and update their details, review their transaction history and where applicable download copies of past receipts, and
 - (b) Subscribers to view and update their details and export User Information in relation to payments made to that Subscriber.
- 1.6 If, from time to time, a User makes or attempts to make payments to more than one Subscriber using the Service then we may enable the Subscriber to access and update their User Information in relation to all such Subscribers through one interface and using the same login credentials, however we must not use User Information to promote Subscribers or their goods or services to Users who have no such payment history with those Subscribers.
- 1.7 Subscribers are only entitled to access or receive User Information that relates to payments made to that Subscriber.
- 1.8 The Subscriber is responsible for handling any disputes with Users in relation to any payment or goods or services supplied by or on behalf of the Subscriber in connection with a payment.
- 1.9 If a User disputes a payment with us, we will refer the disputed payment to the Subscriber. If a payment is made from a User to the Subscriber without the User's proper authorisation, as reasonably determined by us, we may refund that payment to the User after giving written notice to the Subscriber and the Subscriber remains liable for the amount of the payment to be refunded until that refund is made.
- 1.10 The Subscriber is solely responsible for maintaining the merchant facility or bank account used by the Service.
- 1.11 The Subscriber is responsible for communicating to Users all the terms and conditions that may apply

to a payment that is made to the Subscriber, for example, explaining the Subscriber's refund policy, and provide us with a link to the terms applicable to payments.

2. Subscription

- 2.1 The Service is provided to Subscribers on these Donor Wallet Subscriber Terms, which incorporate our Online Service Terms.
- 2.2 You may apply to become a Subscriber on these terms by submitting an Order to us.
- 2.3 You will become a Subscriber upon our acceptance of your Order and will continue until either of us terminate your subscription in accordance with these terms.
- 2.4 We have no obligations to you under this Agreement until you are a Subscriber.
- 2.5 Either party may terminate your subscription after the expiry of any minimum term specified in the Order or Plan, on no less than 90 days written notice to the other.

3. Transaction Data

- 3.1 We will record and hold data relating to each payment or, where applicable, refund (**Transaction Data**), including:
 - (a) the name, address and other contact details provided by the User;
 - (b) the payment authorisation details provided by the User in relation to a payment;
 - (c) the date, time and amount of each payment made by the User or refund made to the User; and
 - (d) the transaction number provided by the applicable payment gateway.
- 3.2 We will preserve the security and integrity of Transaction Data we hold in accordance with industry practice and applicable law and make it available to both the User and Subscriber.
- 3.3 We may retain Transaction Data after termination of this Agreement for the purposes of evidence of the transactions made using the Service.

4. Warranties

- 4.1 We warrant that we will perform our obligations under this Agreement using our reasonable skill, care and diligence.
- 4.2 Except as stated in clause 4.1, to the fullest extent permitted by law, we exclude all warranties or conditions (whether implied by statute, general law, custom or otherwise) or representations.

5. General

- 5.1 Termination of this Agreement for any reason does not affect the rights and obligations of either party arising prior to termination. Clauses 1.4, 3, 4.2 and 5.1 survive termination of this Agreement.
- 5.2 The parties enter this Agreement as independent contractors. Except in so far as the Subscriber authorises us to process payments on its behalf (as its agent), nothing in this Agreement implies any relationship of employer and employee, principal and agent or partnership.
- 5.3 We may change or improve our Service. We may amend the terms applicable to the Service from time to time. We may notify you of changes to these terms or post a copy of the current terms at <http://www.communitybuilders.com.au/terms>. Your continued use of the Service constitutes acceptance of the amended terms.