



Agreement Terms

1. Appointment

1.1 You appoint us to provide you with the Solution and we accept this appointment. Details of the Solution are set out in the **schedule** and comprise the provision of:

- (a) the Platform License; and
- (b) the Services,

in accordance with this Agreement.

2. Platform

Platform License

2.1 We will:

- (a) provide you with access to, and use of, the Platform; and
- (b) manage, operate and maintain the Platform, including providing Support.

2.2 We grant you a Platform License. This license automatically terminates on expiry or termination of this Agreement.

2.3 The Platform will take gifts and payments on your behalf utilising the Services as detailed in the Schedule. You agree that “Generous” will appear as the merchant for all payments via credit card. You acknowledge and agree that We will not be held liable for any disputed transactions and all disputes will be directed to You as We are acting only as a Direct Debit Agent for You. You acknowledge and agree that if a claim is made, Generous will not be liable for the refund of any funds and agree to reimburse Us for any successful claims made by the Card Holder through their financial institution against Us.

Security

2.4 We will take reasonable measures to keep User Account Information and Organisation Account Information secure against unauthorised use, and provide you with a username and password for accessing the Platform. You will:

- (a) be responsible for maintaining the security of your Generous account by keeping your User Account Information or Organisation Account Information (as the case may be) and log-in details confidential and secure, and not sharing any such information with any third party and only make them available to your authorised representatives;
- (b) We shall not be liable for any loss, cost or damage suffered as a result of any unauthorised use of the Platform by any third party caused by Your failure to comply with these provisions. You must notify Us immediately if You suspect or become aware of any unauthorised or fraudulent use of Your account.

Your role

2.5 You will:

- (a) provide us updated organisational data in respect to any changes to your address, bank account(s), email and phone numbers if and when they change;
- (b) carefully review your funds when creating them. The Platform allows for funds to be designated as Tax Deductible. Where you select this option, an end-user will receive a tax deductible receipt. You are responsible for providing true and accurate information and we accept no responsibility for making checks that funds are tax deductible or not. You should consult your respective tax advisors concerning the tax deductibility of amounts reflected in a receipt.
- (c) strictly comply with our written instructions in relation to your access to and use of the Platform;
- (d) only access and use the Platform through the interfaces that we provide;
- (e) not copy, modify, enhance or reproduce the Platform, in whole or in part;

- (f) not reverse-engineer, reverse-translate, disassemble, de-compile, or otherwise attempt to derive source code to the Platform;
- (g) not remove or alter the End User Terms or any logo, branding, notice or other documentation incorporated in or included with the Platform or Support;
- (h) not incorporate, embed, combine, merge or bundle the Platform with any other hardware or software (except to the extent strictly necessary to use the Platform in accordance with its intended purpose and this Agreement);
- (i) not license, sub-license, sell, re-sell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform available to third parties by any method or means including as part of a bureau service, time sharing service, application service provider offering or other managed service offering, other than as contemplated by this Agreement;
- (j) not access or utilise the Platform to violate the law or rights of any person or entity, including sending spam, unlawful or tortious material;
- (k) not use the Platform to send or store software viruses, worms trojan horses or other harmful computer code, files, scripts, agents or programs;
- (l) not interfere with or disrupt the integrity of the Platform or the data contained within the Platform;
- (m) not attempt to gain unauthorised access to the Platform or its related systems or networks;
- (n) not use any computerised or mechanical process to access, use or to collect content or data from the Platform or to send unsolicited or unlawful emails to or through the Platform;
- (o) not directly or indirectly permit any third party to do any of the matters specified in **clauses 2.5(e) to 2.5(n)**; and
- (p) give us written notice of any Claim involving the Platform or Support or otherwise potentially involving us as soon as you become aware of any such Claim.

End Users

2.6 You acknowledge and agree that End Users may only access and use the Platform in accordance with the End User Terms.

Client Branding

2.7 We will incorporate the Client Branding into the Platform in accordance with the Branding Guidelines.

Maintenance and Support

2.8 You acknowledge and agree that, from time to time, the Platform will not be operational due to scheduled and unscheduled maintenance. We will use our reasonable endeavours to limit Platform downtime for maintenance.

2.9 Support is only available from 9am to 5pm on Business Days. We will use our best endeavours to provide a Response to all requests from you for Support in accordance with the table below:

Level of severity	Description of severity	Characteristics	Response time
Level 1 - Critical	Critical business impact: Issue with the Platform prevents critical business operations	<ul style="list-style-type: none"> • Platform hangs or crashes; • Platform functionality, required for critical business operations, is prevented; or • Data loss or data corruption 	1 hour
Level 2 - Major	Significant business impact: Issue with the Platform is	<ul style="list-style-type: none"> • Platform functionality, required for critical 	2 hours

	impacting critical business operations	business operations, is impacted	
Level 3 - Medium	Medium business impact: Issue with the Platform is causing a partial or non-critical loss of functionality	<ul style="list-style-type: none"> Some Platform functionality is impacted; or Minor performance degradation 	8 hours
Level 4 – Minor	Minimal business impact. Issue is a more of an inconvenience or very small issue not effecting use of system	<ul style="list-style-type: none"> Some Platform functionality is impacted by a work around is available 	2 Business days

3. Services

3.1 The scope and Fees for Services are specified in the **schedule**.

4. Management

Client Manager and Representative

4.1 We will appoint our Client Manager who is responsible for the overall management of:

- (a) the provision of the Solution; and
- (b) this Agreement and our relationship with you.

4.2 You will designate your Representative who will be authorised to communicate with us on your behalf in relation to the Solution and this Agreement.

Client inputs and timeframes

4.3 You will provide us with:

- (a) all inputs (including the provision of all documentation and data) requested or required by us; and
- (b) your co-operation and assistance,

to the extent reasonably necessary to enable the timely performance of our obligations under this Agreement.

4.4 We will use our reasonable endeavours to perform our obligations under this Agreement within the timeframes agreed in writing between us and you from time to time. However, subject to any Consumer Rights, we are not liable to you for any damage, expense, loss or liability suffered or incurred by you resulting from any delays in the performance of our obligations under this Agreement or our failure to meet these timeframes.

No solicitation

4.5 During the currency of this Agreement and for 12 months after its expiry or termination, you will not directly or indirectly induce any of our employees or contractors who worked, or are working, directly on the provision of the Solution to leave our employment or engagement without our prior written consent.

4.6 If you breach **clause 4.5**, then you will pay us, by way of liquidated damages, an amount equal to 6 months' total remuneration of the relevant employee or contractor..

5. Fees

5.1 You will pay us the Fees for the Solution according to the **Schedule**. Generally, all fees are deducted from the donations paid using our Platform and we will pay you a sum net of our fees. Where there are additional fees based on our choice of modules or features which may include a monthly fee We will:

- (a) issue you with invoices for the Fees as specified in the **Schedule**; and
- (b) Direct Debit those fees from your Bank Account on a monthly basis;

- 5.2 By executing this Agreement you have also accepted the Direct Debit Service Request Authority and Service Agreement contained within this Agreement
- 5.3 Where you have been offered promotional pricing, they are provided for a period of time as outlined in the Schedule and at the rates outlined in the Schedule. Following the promotional period, all pricing will revert to our standard pricing according to the Schedule.
- 5.4 As we are subject to price changes by third parties, we may update our pricing by notice to you, such notice will be a minimum of 60 days. Upon notice, you will have the option to terminate your service with us or to accept the price change. If you do not provide written notice of termination, then you will have deemed to have accepted the price change and will continue to use the service for the remainder of the Term of this Agreement.
- 5.5 In the event that you do not have sufficient funds or make alternative arrangements to pay our invoice within 30 days of the invoice date, we are entitled to suspend the provision of the Solution.
- 5.6 In **clauses 5.7** to Error! Reference source not found.**6**:
 - (a) the expressions *Consideration, GST, Input Tax Credit, Recipient, Supply, Tax Invoice* and *Taxable Supply* have the meanings given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act)*; and
 - (b) *Supplier* means any party treated by the GST Act as making a Supply under this Agreement.
- 5.7 Unless otherwise expressly stated, all Fees, prices or other sums payable or Consideration to be provided under or in accordance with this Agreement are exclusive of GST.
- 5.8 If GST is imposed on any Supply made under or in accordance with this Agreement, the Recipient of the Taxable Supply will pay to the Supplier an additional amount equal to the GST payable on or for the Taxable Supply, subject to the Recipient receiving a valid Tax Invoice in respect of the Supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the Taxable Supply is required to be made in accordance with this Agreement.
- 5.9 You may not recover from us any amounts due under this Agreement or any other agreement by way of set-off.

6. Intellectual Property, data and confidentiality

General

- 6.1 You acknowledge that, other than as expressly set out in this Agreement, you obtain no right, title or interest (including IP) in the Platform. As between you and us, all IP in the Platform (other than the IP in the Third Party Software) remains with us, or vests in us on the date of its creation or development.
- 6.2 Subject to your payment of the Fees, we grant you a perpetual, irrevocable, non-transferable license to use the IP in the Services.
- 6.3 As between us and you, the Client Data and all IP in the Client Data remains your property. We will maintain and keep secure all Client Data in our power, possession or control, and will not do or cause to be done anything which would prejudice the subsistence of your right, title and interest in the Client Data.
- 6.4 You grant us a limited, non-exclusive, non-transferrable and royalty free license to use the Client Branding within the Platform as agreed with you from time to time. This license automatically terminates on expiry or termination of this Agreement.

Third Party Software

- 6.5 You acknowledge and agree that the Platform incorporates, integrates or links with Third Party Software.
- 6.6 Third party software integration is provided for your convenience and allows for data to be transferred for example between our Platform and a Church Management System. These systems may alter the way information is exchanged and we rely on the Third Party Software provider to provide us with the means to access and integrate with their software. As such we provide no guarantee that the information is complete or accurate or that it will work without interruption.
- 6.7 We may at any time and without notice:
 - (a) modify or replace the Third Party Software; and

- (b) cease incorporating the Third Party Software in, or integrating or linking that software with, the Platform.

Data

- 6.8 Each party will comply with the Privacy Act as if it were an APP Entity with respect to all Personal Information that it accesses or obtains through the Platform.
- 6.9 Any information, data, or other content which is generated in the course of use of the Platform by an End User ("End User Data") shall vest in and be owned by Generous. To the extent such Data contains any personally identifiable information, the terms of Our Privacy Policy shall apply.
- 6.10 Where you import End User Data (including through a Third Party Software) and transactions, You grant us a perpetual, irrevocable, transferrable, royalty free license to retain a copy of and use that data for the purpose of inviting End Users to which that data relates to access and use the Platform.
- 6.11 You warrant that:
 - (a) you have the right to provide us the End User Data;
 - (b) it does not infringe the IP of any person; and
 - (c) it may be lawfully used as contemplated by this Agreement.

Confidentiality

- 6.12 A party receiving Confidential Information will ensure that:
 - (a) the Confidential Information is:
 - (i) maintained confidential;
 - (ii) not disclosed to or used by any third party;
 - (iii) maintained so as to prevent disclosure or unauthorised use with at least the standard of care that the receiving party maintains to protect its own confidential information;
 - (iv) only used for the purpose of this Agreement; and
 - (v) not reproduced in any form except as required for the purpose of this Agreement; and
 - (b) access to Confidential Information is only given to those officers, employees, contractors and advisers of it that require access for the purpose of this Agreement; and
 - (c) those officers, employees, contractors and advisers are informed of the confidential nature of the Confidential Information and required to keep that information confidential.
- 6.13 Unless otherwise provided in this Agreement:
 - (a) all Confidential Information remains the exclusive property of the party disclosing the Confidential Information; and
 - (b) no rights in respect of Confidential Information are granted or conveyed to the party receiving the Confidential Information.
- 6.14 In the event that a party is legally required to disclose any Confidential Information, that party will immediately notify the other party of that fact.

Further actions

- 6.15 Each party will do all things necessary, including the execution of all necessary documents, to give effect to **clause 6**.

7. Quality

General

- 7.1 We will provide the Solution:
 - (a) with a level of professional skill and care at least equal to the level of skill and care of a professional organisation experienced in providing services of the type and complexity of the Solution; and
 - (b) in accordance with the Financial Services Laws and all other applicable laws.

Warranties

7.2 We warrant that:

- (a) we have the right and power to provide the Solution to you; and
- (b) neither the Platform (other than the Third Party Software) nor the Services infringe the IP of any person.

8. Liability

8.1 If you are a Consumer, you are entitled to certain Consumer Rights that cannot be excluded. Otherwise, you agree that all terms, conditions, warranties, guarantees, representations and obligations in relation to our supply to you of goods and services which are implied or granted by statute or general law are excluded.

8.2 Subject to **clause 8.3**, our liability for loss suffered or incurred by you is limited to us:

- (a) in respect of goods supplied under this Agreement:
 - (i) replacing the goods or supplying equivalent goods;
 - (ii) repairing the goods;
 - (iii) paying the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) paying the cost of having the goods repaired,
- (b) in respect of services supplied under this Agreement:
 - (i) resupplying the services; or
 - (ii) paying the cost of having the services supplied again.

8.3 If you are a Consumer, **clause 8.2** does not apply:

- (a) where it is not fair or reasonable for us to rely on that clause; or
- (b) in relation to rights granted under sections 51, 52 and 53 of the Australian Consumer Law.

8.4 Where we are liable to you in circumstances which are not covered by **clause 8.2**, our total liability to you for all events and occurrences in respect of this Agreement, whether in contract, tort including negligence, under statute or otherwise, is limited to the total of all Fees paid by you under this Agreement during the 6 months prior to the date on which the relevant event arises. However, the limitation of liability in this **clause 8.4** does not apply to limit our liability to you in relation to:

- (a) personal injury including sickness and death;
- (b) loss of or damage to tangible property; and
- (c) criminal conduct, fraud or wilful misconduct.

8.5 Subject to any Consumer Rights and to the extent permitted by law:

- (a) we are not liable to you in any circumstances for any indirect, economic, special or consequential loss or damage, loss of revenue, time, goodwill, data, anticipated savings, opportunity, reputational loss, loss of production and loss of profit in respect of this Agreement or the supply of any goods and/or services;
- (b) our liability in respect of this Agreement is reduced to the extent that the relevant loss or damage:
 - (i) was caused or contributed to by you; or
 - (ii) arises from inaccurate data or information provided by you;
- (c) we have no liability to you in relation to any damage, expense, loss or liability suffered or incurred by you to the extent caused by defects, faults or errors in the Third Party Software, and you will not make any Claim against us in relation to this matter; and
- (d) you will not make any Claim against us unless you give us full details of the Claim within 6 months of you first becoming aware of the events or circumstances giving rise to the Claim.

8.6 We hold the benefit of the benefit of **clause 8** both for ourselves and on trust for the licensor of the Platform.

9. Commencement and termination

- 9.1 This Agreement commences on the Commencement Date and continues for the Initial Term unless terminated earlier in accordance with this Agreement.
- 9.2 At the end of the Initial Term and any Further Term, this Agreement automatically renews for a Further Term, unless either party gives written notice of termination to the other party at least 30 days before the expiry of the Initial Term or any Further Term (in which case, this Agreement terminates at the end of the Initial Term or the Further Term, as the case may be).
- 9.3 Either party may terminate this Agreement at any time with immediate effect by giving notice to the other party if:
- (a) the other party breaches any substantial provision of this Agreement and fails to remedy that breach within 10 Business Days after receiving notice from the first party requiring it to do so; or
 - (b) the other party is subject to an Insolvency Event.
- 9.4 On termination or expiry of this Agreement, you will immediately:
- (a) pay us all outstanding amounts due to us under this Agreement;
 - (b) cease all access and use of the Platform; and
 - (c) destroy or return to us all of our Material in your possession or control.
- 9.5 The termination or expiry of this Agreement does not prejudice any antecedent rights, duties, obligations or liabilities of either party.

10. General

- 10.1 Subject to any Consumer Rights, this Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter. You acknowledge and represent and warrant to us that no representations, warranties, promises, undertakings, statements or conduct (whether express or implied):
- (a) have induced or influenced you to enter into, or agree to any terms of, this Agreement;
 - (b) have been relied on in any way as being accurate by you;
 - (c) have been warranted to you as being true; or
 - (d) have been taken into account by you as being important to your decision to enter into, or agree to any or all of the terms of, this Agreement,
- except those expressly set out in this Agreement.
- 10.2 This Agreement may only be amended in writing signed by both parties.
- 10.3 Each party warrants that it has the authority, power and capability to enter into and to perform its obligations under this Agreement and that its obligations under this Agreement are binding and enforceable.
- 10.4 We may sub-contract the performance of any work under this Agreement. However, any subcontracting by us does not diminish or otherwise affect our obligations to you under this Agreement.
- 10.5 Our obligations under this Agreement are suspended during any period in which we are prevented from performing them by a Force Majeure Event.
- 10.6 You agree to us referring to our relationship with you for marketing, publicity and reference purposes and agree to us including your logo on our website or in marketing materials.
- 10.7 A party giving a written notice under this Agreement will do so:
- (a) in writing signed by your Representative or our Client Manager (as the case may be); and
 - (b) to the postal or email address of your Representative or our Client Manager (as the case may be) as set out in the Details Section or as otherwise notified in writing from time to time.
- 10.8 Each term of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. If any term of this Agreement is held to be prohibited by or invalid under applicable law, that term is ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

- 10.9 A term of this Agreement may not be waived except in writing signed by the party granting the waiver. The waiver by a party of a breach by another party of any term of this Agreement does not operate as a waiver of another or continuing breach by that party of that term or any other term of this Agreement.
- 10.10 You will not assign or novate any of your rights or obligations under this Agreement without our prior written consent (which we may withhold in our absolute discretion). We may assign or novate any of our rights or obligations under this Agreement to any person by notice to you.
- 10.11 The parties acknowledge that nothing in this Agreement constitutes a relationship of joint venture, employment or partnership between them.
- 10.12 Unless otherwise specified, each party will pay all its costs associated with negotiating and entering into this Agreement and performing its obligations under this Agreement.
- 10.13 This Agreement is governed by the laws applicable in the State of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of that State.

11. Definitions and interpretation

11.1 In this Agreement:

Agreement means this agreement, including the **schedule**.

Application means the Generous mobile application.

APP Entity means APP entity as that term is defined in the Privacy Act.

Australian Consumer Law means the Australian Consumer Law contained in schedule 2 to the *Competition and Consumer Act 2010 (Cth)*.

Branding Guidelines means our branding guidelines in relation to the Platform as amended from time to time.

Business Day means a day on which banks are open in Melbourne, Victoria (excluding Saturday and Sunday and public holidays).

Claim means any claim, demand, action or proceeding of any kind (whether in contract, tort including negligence, under statute or otherwise).

Client Branding is specified in the **schedule**.

Client Manager means our Client manager named in the Details Section.

Client Data means all data provided by you to us for the purposes of this Agreement, this includes organisational information and data provided to enable us to deliver the Services.

Commencement Date is specified in the **schedule**.

Confidential Information means all confidential information of a party, including:

- (a) this Agreement and its terms;
- (b) all Material provided by a party to the other party;
- (c) all financial and business information relating to a party;
- (d) all information relating to customers or suppliers of a party;
- (e) all technical information, business procedures and processes, methods and plans relating to a party;
- (f) information provided by either party to the other which is designated in writing as confidential; and
- (g) all other information not generally known to the public relating to either party's business, except where that information is:
 - (i) made public other than by the receiving party breaching this Agreement;
 - (ii) known to the receiving party free of any obligation to keep it confidential;
 - (iii) independently developed by the receiving party without use, directly or indirectly of Confidential Information received from the disclosing party; or
 - (iv) required to be disclosed by law.

Consumer means consumer as that term is defined in the Australian Consumer Law.

Consumer Rights means your rights if you are a Consumer contained in the Australian Consumer Law.

Details Section means the front part of this Agreement, which contains various details in respect of this Agreement.

End Users means end user Clients who access and use the Platform.

End User Data means data relating to End Users.

End User Terms means the terms applicable for End Users for to access and use the Platform, as amended by us from time to time.

Fees are specified in the **schedule**.

Force Majeure Event means any cause beyond our reasonable control, including without limitation, your act or omission or those of third parties, fire, storm, flood, earthquake, explosion, accident, act of public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, labour dispute, labour

shortage, transportation embargo or failure or delay in transportation, plant or equipment breakdown, act of God and act (including laws, regulations, disapprovals or failure to approve) of any government or agency or unavailability of, or defects, faults or errors in, the Third Party Software.

Further Term is specified in the **schedule**.

Infringement Claim means any dispute, claim or action alleging infringement of any IP of any person in respect of the Platform (other than the Third Party Software) or the Services.

Initial Term is specified in the **schedule**.

Insolvency Event means:

- (a) a party ceases to carry on business;
- (b) a party becomes subject to any form of insolvency administration;
- (c) a party ceases to be able to pay its debts as they become due;
- (d) any step is taken by a mortgagee to take possession or dispose of the whole or part of the party's assets, operations or business;
- (e) any step is taken to enter into any arrangement between the party and its creditors; or
- (f) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, a controller, an administrator or other like person of the whole or part of the party's assets, operations or business.

IP means:

- (a) patents, trade marks, services marks, design rights (whether registered or unregistered and including any applications for these rights);
 - (b) copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, and any other works or subject matter in which copyright subsists and may in the future subsist;
 - (c) trade or business names; and
 - (d) know-how, Confidential Information and trade secrets,
- and any other similar rights or obligations whether registrable or not in any country.

Material means material in any form, including documents, reports, products, equipment, information, data, source code, software, software tools, and methodologies.

Personal Information means personal information as that term is defined in the Privacy Act.

Platform means the Generous giving platform and includes:

- (a) the Generous Application for iOS and Android devices
- (b) The Online giving via website or embedded code for your website;
- (c) the Third Party Software; and
- (d) all related software upgrades and updates, add-on components, web services, supplements and other Material provided by us.

Platform License means a limited non-exclusive, non-transferable license to access and use the Platform and receive Support during the Initial Term and any Further Term solely for the purpose of receiving the benefit of the Solution in accordance with this Agreement.

Privacy Act means the *Privacy Act 1988* (Cth).

Representative means your representative named in the Details Section.

Response means that we will notify you that we have received your request for Support and commenced resolution of the issue. The actual resolution of each issue is dependent on the nature of the issue, and you taking all necessary actions reasonably required by us in a timely manner. The Response time is the time elapsed during Business Hours since first receipt of your request for Support.

Services means the financial wellness services specified in the **schedule**.

Solution has the meaning given in **clause 1.1**.

Support means the support, assurance, new releases and related services for the Platform described in the Support Documentation and includes the Support Documentation and all other associated Material provided by us in relation to that support.

Support Documentation means any documentation provided by us which is incorporated in or associated with Support, as amended by us from time to time.

Third Party Software includes open source software and means software:

- (a) in which the IP is owned by a third party; and
- (b) which is incorporated in, or integrated or linked with, the Platform.

11.2 In this Agreement:

- (a) words importing the singular include the plural and vice versa;
- (b) a reference to a thing includes a part of that thing;
- (c) references to clauses, parties, schedules and annexures are references to clauses of, and parties, schedules and annexures to, this Agreement;
- (d) a reference to a party includes its executors, administrators, successors and permitted assigns;
- (e) words importing gender include any gender;
- (f) other grammatical forms of defined words or expressions have corresponding meanings;
- (g) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate or any government agency;
- (h) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (i) a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (j) unless expressly stated otherwise, a reference to currency is a reference to Australian dollars;
- (k) wherever "*including*" or any form of that word is used, it will be construed as if it were followed by "*(without limitation)*";
- (l) a reference to a day is a reference to a Business Day;
- (m) where the day by which anything is to be done is not a Business Day, that thing will be done by the next succeeding Business Day; and
- (n) a reference to a month is a reference to a calendar month.

11.3 Unless expressly stated otherwise in the **schedule**, to the extent of any inconsistency between:

- (a) the body of this Agreement (which includes the Details Section); and
 - (b) a schedule or any other document referred to in this Agreement,
- the provisions in the body of this Agreement prevail.

Schedule

1. General

Commencement Date	
Initial Term	The period commencing on the Commencement Date and expiring on its 1 st anniversary
Further Terms	The 1 year periods commencing on the expiry of the Initial Term or any Further Term

2. Services

Platform features	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Generous Application (for Android and IOS) – Listing your organisation <input checked="" type="checkbox"/> Generous Online Giving – branded webpage allowing giving to your organisation <input checked="" type="checkbox"/> Generous website widget (for embedding in your own website) <input checked="" type="checkbox"/> Generous Text 2 Give <ul style="list-style-type: none"> <input type="checkbox"/> Dedicated Number; OR <input type="checkbox"/> Generic Number <p>Modules</p> <ul style="list-style-type: none"> <input type="checkbox"/> Giving <input type="checkbox"/> Payments <input type="checkbox"/> Campaign Portal <input type="checkbox"/> Events <input type="checkbox"/> Social Media <input type="checkbox"/> Text 2 Give <input type="checkbox"/> Church Management system – integration to range of systems <p>Giving Types</p> <ul style="list-style-type: none"> <input type="checkbox"/> Credit Cards <ul style="list-style-type: none"> <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX <input type="checkbox"/> Direct Debit
Client Branding	Your Logo, name and identifiable information used to promote your organisation to End users

3. Fee Details

Fees are based on which modules are chosen, and which services are selected to operate.

All transaction fees are deducted from the amount processed prior to making a payout to you. Any monthly or additional fees will be direct debited from your account on a monthly basis

Platform and Transaction Fees: (applied to all gifts, payments and event transactions on all platforms) (all fees are expressed as excluding GST)

Platform Fee: \$0 per month

Transaction fee: 30 cents per transaction

Giving Type fee (includes merchant account fee):

Credit Cards

- VISA and Mastercard: 2% with a minimum of 30 cents
- International Cards: 3.5% with a minimum of 45 cents
- AMEX: 3.5% with a minimum of 45 cents

Direct Debit 1% with a minimum of 40 cents

Text 2 Give:

Allocated number: \$15/month; OR

Shared number: \$0/month

SMS reminders/messages (where enabled): 7 cents per SMS

Event Tickets: (transaction fees apply as per above) PLUS

Ticket pricing (depending on value of ticket)

- Ticket fee: Free \$0 fee (where free event)
- Ticket fee: \$1-\$20 30cents
- Ticket fee: >20 - \$50 50cents
- Ticket fee: > \$50 \$2

Refunds: 30 cents per transaction

Chargeback: \$28 per transaction

4. Payout Details

All giving and payments by Generous are processed through the Generous Platform and Generous holds the funds until cleared. The funds are then electronically deposited into the bank account associated with the fund by you, the next business day net of any fees associated with the transaction as outlined in the Fees section of this Schedule. The amount of time it takes to show in your bank account will depend on your bank's processing times.

Payout Schedule:

Credit Cards: 1 Business days after processing

Direct Debit: 8 business days after processing

Generous will settle all funds based on a minimum value of \$100. Should gifts to a fund be less than this, Generous will hold these funds until the minimum threshold has been reached.

Direct Debit Service Request Authority

You hereby authorise and request to debit your account via the Bulk Electronic Clearing System from time to time in accordance with the terms You accepted in this Agreement and for the fees as per the Schedule and the terms set out in the Direct Debit Request (DDR) Service Agreement.

You have read and understand the information contained in the DDR Service Agreement.

DDR Service Agreement

You hereby authorise Generous for Good Pty Ltd ACN 62 665 7172 (herein referred to as “Generous”) to make periodic debits on as indicated on the attached Direct Debit Request Authority.

You acknowledge that the debit amount will be debited from your account per the terms and conditions of your Agreement with the Generous and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement and the Fees/Charges detailed in the Schedule) and this DDR Service Agreement.

You acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and You will contact your financial institution if You are uncertain of the accuracy of these details. You acknowledge that is your responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution. Accordingly, You acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, You agree that Generous will not be held responsible for any fees and charges that may be charged by either your or its financial institution.

You acknowledge that there may be a delay in processing the debit if:

1. there is a public or bank holiday on the day of the debit, or any day after the debit date;
2. a payment request is received by Generous on a day that is not a banking business day in Victoria;
3. a payment request is received after normal Generous cut off times, being 4:00pm Victorian time, Monday to Friday.

Any payments that fall due on any of the above will be processed on the next business day.

You authorise Generous to vary the amount of the payments from time to time as provided for within your Agreement with Generous. You do not require Generous to notify me/us of such variations to the debit amount.

You acknowledge that Generous is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request or this DDR Service Agreement including varying any of the terms of the debit arrangements between us.

You acknowledge that You will use the Generous portal (available at <https://church.getgenerous.com/>) or contact Generous if You wish to alter, defer or cancel any of the debit arrangements.

You acknowledge that any disputed debit payments will be directed to Generous. If no resolution is forthcoming, You agree to contact your financial institution.

You acknowledge that if a debit is returned by your financial institution as unpaid, you may incur and will be responsible for any fees and charges applied by your financial institution for each unsuccessful debit attempt.

You authorise Generous to attempt to re-process any unsuccessful payments as advised by the Organisation.

You acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Generous and subject to your Agreement with Generous and agree to pay those fees and charges to Generous.

Other than as provided in this Agreement or the Generous Privacy Policy, Generous will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, or as otherwise required or permitted by law. Further information relating to Generous's Privacy Policy can be found at <http://www.getgenerous.com/au/privacy-policy/> .

You hereby irrevocably authorise, direct and instruct any third party who holds/stores your personal information (relating to your organisation and contained in this DDR Service Agreement) to release and provide such information to Generous on your written request.

You authorise:

1. Generous to verify and/or correct, if necessary, details of your account with your financial institution; and
2. your financial institution to release information allowing Generous to verify your account details.

PO Box 209 Kerrimuir, VIC 3129

Ph: 1300 428 778

Generous DDR Church Service Agreement (Ver 1.0)