**ClubFunders Terms and Conditions**

1. **Our Disclosures**

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| Our complete terms and conditions are contained below, but some important points for you to know before you become a customer are set out below:* We may amend these Terms, the features of the Platform, or your Account at any time, by providing written notice to you;
* We will handle your personal information in accordance with our privacy policy, available https://clubfunders.com/;
* Our liability under these Terms is limited to the resupply of services or the payment of the cost for the resupply of the services, and we will not be liable for Consequential Loss, any loss that is a result of a Third Party Service, or any loss or corruption of data.

Nothing in these terms limit your rights under the Australian Consumer Law. |

1. **Introduction**
	1. These terms and conditions (**Terms**) are entered into between ClubFunders Operations Pty Ltd (ABN 43 660 808 953) (**we**, **us** or **our**) and you, together the **Parties** and each a **Party**.
	2. We provide a digital platform which allows you to accept sponsorship payments from our users (**Sponsors**), to your connected bank account (**Platform**). We agree to provide you with access to our Platform in accordance with these Terms.
	3. In these Terms, **you** means the person or entity registered with us as an Account holder.
2. **Acceptance and Platform Licence**
	1. You accept these Terms by checking the box, clicking “I accept”, or using the Platform.
	2. You must be at least 16 years old to use the Platform.
	3. We may amend these Terms at any time, by providing written notice to you. By clicking “I accept” or continuing to use the Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you may terminate your Account in accordance with the ‘Cancellation of Account’ clause.
	4. If you access or download our mobile application from (1) the Apple App Store, you agree to any Usage Rules set forth in the App Store Terms of Service or (2) the Google Play Store, you agree to the Android, Google Inc. Terms and Conditions including the Google Apps Terms of Service.
	5. Subject to your compliance with these Terms, we grant you a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to download and use our Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.
	6. When using the Platform, you must not do or attempt to do anything that is unlawful or inappropriate, including:
3. anything that would constitute a breach of an individual’s privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
4. using the Platform to defame, harass, threaten, menace or offend any person, including using the Platform to send unsolicited electronic messages;
5. tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);
6. using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; or
7. facilitating or assisting a third party to do any of the above acts.
8. **Platform Summary and ClubFunders Services**
	1. We agree to provide you with access to the Platform, the support services as detailed in this section, and any other services we agree to provide as set out in your Account and on the Site.

Basiq Services

* 1. In order to access the Platform, you will need to connect your online bank account through your Account.
	2. All payments are processed via our third party payment processor, Basiq. We rely on services provided by Basiq to access information about the balances on your personal accounts. You will be asked to provide your consent to us accessing this information and connect your bank account. We will request your personal account information from your providers in accordance with your consent until the consent expires or is withdrawn.
	3. We will handle any ­personal information we obtain via the Basiq services in accordance with our [Privacy Policy].
	4. By using the Platform, you agree to Basiq’s Terms and Conditions including Basiq’s Terms of Service and Privacy notice (**Basiq Terms**).

General

* 1. We agree to use our best endeavours to make the Platform available at all times. However, from time to time we may perform reasonable scheduled and emergency maintenance, and the Platform may be unavailable during the times we are performing such maintenance.
	2. Should you be unable to access the Platform, or should you have any other questions or issues impacting on your use and enjoyment of the Platform, you must place a request by email info@clubfunders.com. We will endeavour to respond to any support requests in a reasonable period.
	3. You acknowledge and agree that we cannot guarantee any specific placement of your profile on the Platform which may display your profile more prominently than another profile.
	4. You acknowledge and agree that we do not control and cannot guarantee how Sponsors will allocate their Social Sponsorship Payment.
	5. You acknowledge and agree that we are not a party to any agreement entered into between you and the third party provider of goods and/or services and that we have no control over the conduct of such third parties.
	6. You acknowledge and agree that the Platform may be reliant on, or interface with third party systems that are not provided by us (for example, cloud storage providers, CRM systems, and internet providers) (**Third Party Services**). To the maximum extent permitted by law, we shall have no Liability for any Third Party Services, or any unavailability of the Platform due to a failure of the Third Party Services.
	7. You acknowledge and agree that data loss is an unavoidable risk when using any software. To the extent you input any data into the Platform, you agree to maintain a backup copy of any data you input into the Platform.
	8. To the maximum extent permitted by law, we shall have no Liability to you for any loss or corruption of data, or any scheduled or emergency maintenance that causes the Platform to be unavailable.
1. **Accounts**
	1. You must register on the Platform and create an account (**Account**) to access the Platform’s features.
	2. You must provide basic information when registering for an individual athlete Account including your name, email address, contact number, date of birth and you must choose a password. If registering for a sports club account you will need to provide information including your Australian Business Number (**ABN**), email and website.
	3. You may also register for an Account using your Facebook or Google account (**Social Media Account**). If you sign in to your Account using your Social Media Account, you authorise us to access certain information on your Social Media Account including but not limited to your current profile photo and other basic information.
	4. You agree to provide and maintain up to date information in your Account and to not share your Account password with any other person. Your Account is personal and you must not transfer or provide it to others.
	5. You are responsible for keeping your Account details and your username and password confidential and you will be liable for all activity on your Account, including purchases made using your Account details. You agree to immediately notify us of any unauthorised use of your Account.
2. **Fees**
	1. The Social Sponsorship Payment payable to you will be shown in your Account.
	2. You can elect the amount payable on the frequency basis you select in your Account (**Frequency Payment**).
	3. We will pay you the Social Sponsorship Payment to your connected bank account based on the Frequency Payment you elect.
	4. The Social Sponsorship Payment is subject to the Fees.
	5. The Fees are generated through automatic deductions from Sponsors’ connected bank account each time a Nominated Purchase is made using the Sponsors connected bank account (**Transaction**).
	6. The Fees comprise:
3. a social sponsorship fee, which is 2.5% of the total Transaction amount (**Social Sponsorship Payment**) and which will be paid to you in accordance with the chosen funding method as set out in the Sponsor’s account and split between Nominated Athletes accordingly;
4. a transaction fee, which is 2.5% of the total Transaction amount; and
5. a service fee of 75 cents (**Service Fee**).
	1. All Fees are inclusive of GST.
6. **Our Intellectual Property**
	1. You acknowledge and agree that any Intellectual Property or content (including copyright and trademarks) available on the Platform, the Platform itself, the Services, and any algorithms or machine learning models used on the Platform (**Our Intellectual Property**) will at all times vest, or remain vested, in us.
	2. We authorise you to use Our Intellectual Property solely for your personal use for the purpose of accessing the Platform. You must not exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party. You may only access Our Intellectual Property on your personal device, and you may not use Our Intellectual Property for any commercial purpose.
	3. You must not, without our prior written consent:
7. copy, in whole or in part, any of Our Intellectual Property;
8. reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
9. breach any intellectual property rights connected with the Platform including (without limitation) altering or modifying any of Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.
	1. Nothing in the above clause restricts your ability to publish, post or repost Our Intellectual Property on your social media page or blog, provided that:
10. you do not assert that you are the owner of Our Intellectual Property;
11. unless explicitly agreed by us in writing, you do not assert that you are endorsed or approved by us;
12. you do not damage or take advantage of our reputation, including in a manner that is illegal, unfair, misleading or deceptive; and
13. you comply with all other terms of these Terms.
14. **Your Data**
	1. You own all data, information or content you upload into the Platform (**Your Data**), as well as any data or information output from the Platform using Your Data as input (**Output Data**). Note that Output Data does not include the Analytics (as described below).
	2. You grant us a limited licence to copy, transmit, store, backup and/or otherwise access or use Your Data and the Output Data to:
15. communicate with you (including to send you information we believe may be of interest to you);
16. supply the Platform to you and otherwise perform our obligations under these Terms;
17. diagnose problems with the Platform;
18. enhance and otherwise modify the Platform;
19. perform Analytics;
20. develop other services, provided we de-identify Your Data; and
21. as reasonably required to perform our obligations under these Terms.
	1. You agree that you are solely responsible for all of Your Data that you make available on or through the Platform. You represent and warrant that:
22. you are either the sole and exclusive owner of Your Data or you have all rights, licences, consents and releases that are necessary to grant to us the rights in Your Data (as contemplated by these Terms); and
23. neither Your Data nor the posting, uploading, publication, submission or transmission of Your Data or our use of Your Data on, through or by means of our Platform will infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
	1. You acknowledge and agree that we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the Platform, in an aggregated and anonymised format (**Analytics**). You acknowledge and agree that we own all rights in the Analytics, and that we may use the Analytics for our own internal business purposes, provided that the Analytics do not contain any identifying information.
	2. We do not endorse or approve, and are not responsible for, any of Your Data.
	3. You acknowledge and agree that the Platform and the integrity and accuracy of the Output Data is reliant on the accuracy and completeness of Your Data, and the provision by you of Your Data that is inaccurate or incomplete may affect the use, output and operation of the Platform.
24. **Confidential Information**
	1. Subject to clause 9.2, you must keep confidential, and not use or permit any unauthorised use of, all Confidential Information.
	2. Clause 9.1 does not apply where the disclosure is required by law or the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with these Terms and provided that you ensure the adviser complies with the terms of clause 9.1.
25. **Warranties**
	1. You represent, warrant and agree that:
26. you will not use our Platform, including Our Intellectual Property, in any way that competes with our business;
27. there are no legal restrictions preventing you from entering into these Terms;
28. all information and documentation that you provide to us in connection with these Terms is true, correct and complete;
29. you have not relied on any representations or warranties made by us in relation to the Platform (including as to whether the Platform is or will be fit or suitable for your particular purposes or generate and Social Sponsorship Payment), unless expressly stipulated in these Terms;
30. that the Platform is provided to you solely for your benefit and you will not (or you will not attempt to) disclose, or provide access to, the Services to third parties without our prior written consent; and
31. that you will be responsible for the use of any part of the Platform, and you must ensure that no person uses any part of the Platform:
	1. to break any Law or infringe any person’s rights (including Intellectual Property Rights);
	2. to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted; or
	3. in any way that damages, interferes with or interrupts the supply of the Platform.
32. **Australian Consumer Law**
	1. Certain legislation, including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth), and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the provision of the Platform by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**).
	2. If the ACL applies to you as a consumer, nothing in these Terms excludes your Consumer Law Rights as a consumer under the ACL. You agree that our Liability for the Platform provided to an entity defined as a consumer under the ACL is governed solely by the ACL and these Terms.
	3. Subject to your Consumer Law Rights, we exclude all express and implied warranties, and all material, work and services (including the Platform) are provided to you without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.
33. **Liability**
	1. Despite anything to the contrary, to the maximum extent permitted by law:
34. you agree to indemnify us for any Liability we incur due to your breach of the Acceptance and Platform Licence clause and the Intellectual Property clause of these Terms;
35. neither Party will be liable for Consequential Loss;
36. each Party’s liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party or any of that Party’s personnel, including any failure by that Party to mitigate its losses; and
37. our aggregate liability for any Liability arising from or in connection with these Terms will be limited to the resupply of services or the payment of the cost for the resupply of the Services.
38. **Term and Termination**
	1. **Term:** These Terms will operate when accepted by you in accordance with clause 3 and will continue until terminated in accordance with this clause 13.
	2. **Cancellation of Account:** You may request to cancel your Account at any time via the ‘cancel my account’ feature in your Account. Your cancellation will take immediate effect.
	3. We may at any time suspend, restrict, or end your access to our Platform or your Account where:
39. in our reasonable opinion you have been abusive to any ClubFunders staff, or submitted inappropriate and/or offensive content;
40. we think your security may have been breached, or your privacy could be at risk through attempted fraudulent activity, including if we reasonably believe that your password has not been kept safe or the security of the Platform or the device on which it has been installed has been compromised or we suspect that your password, the Platform, or the device on which it has been installed has been used fraudulently or without your permission;
41. we need to do so to comply with the law of any jurisdiction.
	1. **Termination for breach:** An Account will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
42. the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
43. the Defaulting Party is unable to pay its debts as they fall due.
	1. Should we suspect that you are in breach of these Terms, we may suspend your access to the Platform while we investigate the suspected breach.
	2. Upon expiry or termination of your Account:
44. we will remove your access to the Platform and your Account will be deleted;
45. you agree to the maximum extent permitted by law, any payments made by you to us (including any Fees) are not refundable to you;
46. where we terminate your Account for any reason, you also agree to pay us our reasonable additional costs directly arising from such termination.
	1. Termination of an Account or these Terms will not affect any rights or liabilities that a Party has accrued under these Terms.
	2. Clauses 7, 8, 9, 11, 12, and 13 will survive the termination or expiry of your Account and these Terms.
47. **Notice Regarding Apple**
	1. To the extent that you are using or accessing our Platform on an iOS device, you further acknowledge and agree to the terms of this clause. You acknowledge that these Terms are between you and us only, not with Apple Inc. (**Apple**), and Apple is not responsible for the Platform and any content available on the Platform.
	2. Apple has no obligation to furnish you with any maintenance and support services with respect to our Platform.
	3. If our mobile application fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the mobile application and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our responsibility.
	4. Apple is not responsible for addressing any claims by you or any third party relating to our mobile application or your use of our mobile application, including but not limited to: (1) product liability claims; (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.
	5. Apple is not responsible for the investigation, defence, settlement and discharge of any third-party claim that our mobile application infringes that third party’s intellectual property rights.
	6. You agree to comply with any applicable third-party terms when using our mobile application.
	7. Apple and Apple subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.
	8. You hereby represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.
48. **General**
	1. **Assignment:** Subject to the below clause, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
	2. **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.
	3. **Disputes:** A Party may not commence court proceedings relating to a dispute without first meeting with the other Party to seek (in good faith) to resolve the dispute, failing which the Parties agree to engage a mediator to attempt to resolve the dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
	4. **Entire Terms:** Subject to your Consumer Law Rights, these Terms contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.
	5. **Force Majeure:** To the maximum extent permitted by law, we shall have no Liability for any event or circumstance outside of our reasonable control.
	6. **Governing law:** These Terms are governed by the laws of Queensland. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
	7. **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided in your Account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
	8. **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines. We agree to handle any Personal Information you provide to us, solely for the purpose of performing our obligations under these Terms, and in accordance with any applicable Laws and our Privacy Policy.

**Publicity:** With your prior written consent, you agree that we may advertise or publicise the fact that you are a user of our Platform, including on our website or in our promotional material.

* 1. **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.
1. **Definitions**
	1. **Affiliated Athlete** means any athlete or sports club that has a ClubFunders account.
	2. **Confidential Information** includes information which:
2. is disclosed to you in connection with these Terms at any time;
3. is prepared or produced under or in connection with these Terms at any time;
4. relates to our business, assets, or affairs; or
5. relates to the subject matter of, the terms of and/or any transactions contemplated by these Terms,

whether or not such information or documentation is reduced to a tangible form or marked in writing as “confidential”, and howsoever you receive that information.

* 1. **Consequential Loss** includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
	2. **GST** has the meaning which it is given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
	3. **Intellectual Property** means any copyright, registered or unregistered designs, patents or trademarks, any domain names, know-how, inventions, processes, trade secrets or right to keep confidential information confidential; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.
	4. **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.
	5. **Nominated Athlete(s)** means the athlete or sports club that the Sponsor has elected through the Platform, to receive the Social Sponsorship Payment.
	6. **Nominated Purchase** means the types of transactions and/or purchases as nominated by the Sponsor in their Account.
	7. **Site** means [www.clubfunders.com](https://clubfunders.com/).

**For any questions or notices, please contact us at:**

ClubFunders Operations Pty Ltd ABN 43 660 808 953

**Email**: blake@clubfunders.com

**Last update:** 16 December 2022

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