

Donation Terms and Conditions

These Donation Terms and Conditions (**Donation Terms**) sets out the terms and conditions between Reef Restoration Foundation Limited (ABN 50 620 004 748) (**our, us, we**) and you.

1. Introduction

These Donation Terms also incorporates the website terms and conditions (available at <https://reefrestorationfoundation.org/pages/terms-conditions>) and Privacy Policy (available at <https://reefrestorationfoundation.org/pages/terms-conditions>). These policies and agreements contain important information, and should be read before progressing further with this document.

You must take the time to read and understand these Donation Terms before proceeding with your donation (including any donation or sponsorship in connection with the Coral Crusader program) (**Donation**). By proceeding and making a Donation, you are agreeing to these Donation Terms.

We reserve the right to change these Donation Terms, and the incorporated policies, from time to time, and post the new version of these Donation Terms on the Site. You should regularly check the terms and conditions, including the incorporated policies.

These Donation Terms, and any new version of it in the future, takes effect immediately. Your continuation of payment after any variation of these terms and conditions, or variation of the related policies, by us constitutes your acceptance of these Donation Terms as it then stands.

2. Your responsibilities

It is your responsibility to ensure that:

- (a) you provide current and valid payment card details to us.
- (b) on the payment date there are sufficiently cleared funds or available credit to make the payment including any processing fees.
- (c) you regularly check your account statement that the amounts deducted from your account are correct.
- (d) you advise us if the payment card is cancelled (for ongoing or regular payments only).
- (e) you advise us of changes to your contact details including your email, phone and contact address by informing us at #email or by telephone to #number.

3. Changes to payments

- (a) If you have a recurring payment arrangement and want to make changes to your payment arrangements, you must contact us at least 14 business days prior to the next due payment date.
- (b) Your requested changes may include (without limitation):
 - (i) deferring the payment;
 - (ii) altering the schedule;
 - (iii) stopping an individual payment;

- (iv) suspending an automatic payment;
- (v) change of account details; and/or
- (vi) cancelling an automatic payment completely.

4. Rights Reserved

We reserve the right to cancel a recurring payment arrangement if 2 or more successive payments are declined by your financial institution. We will advise you to arrange an alternative payment method.

5. Online Payments

- (a) We require payment by Paypal, Visa or MasterCard at time of payment. Payment card processing fees are passed on to the customer at time of processing the payment and are non-refundable.
- (b) All credit card and debit card payments are processed through our secure Shopify Payments or PayPal after processing. We do not retain your credit card details.

6. Receipts

- (a) We will issue a receipt for each Donation.
- (b) Your receipt will be sent to your elected email once payment of your Donation has been processed.
- (c) Donations of \$2.00 or more may be tax deductible for Australian residents.

7. Recurring Payments

- (d) When you set up a recurring donation you will be scheduling a series of donations to be made on the day of the month that you choose until further notice. You agree that these terms and conditions will apply to each of the donations in that series.
- (e) By confirming that you wish to proceed with a monthly donation you authorize our payment service provider DonorBox to request funds from your credit or debit card on the day of each month that you set.
- (f) You can make changes to your recurring Donations by accessing your donor account from the website (available at donorbox.org)
- (g) To cancel recurring Donations, notification is required at least 10 clear business days prior to the next scheduled payment date to effect any cancellation. You can cancel your recurring Donations by accessing your donor account from the website (available at donorbox.org)

8. Privacy

Information that you provide to us will be kept confidential and may only be used to facilitate processing your request. These Donation Terms also incorporates our Privacy Policy, as updated from time to time (available at <https://reefrestorationfoundation.org/pages/terms-conditions>).

9. Dispute

- (a) If you believe that there has been an error in debiting your account, you should notify us directly info@reefrestorationfoundation.org as soon as possible so that we can resolve your query quickly.
- (b) If we conclude as a result of our investigations that your account has been incorrectly debited we will re-credit your account with the amount incorrectly debited as soon as practicable.
- (c) If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for our views.
- (d) Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer your concerns to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

10. How to Contact Us

If you wish to contact us about anything relating to these terms and conditions, please contact us info@reefrestorationfoundation.org

If you wish to contact us in writing, you should write to:

Reef Restoration Foundation
153 Buchan Street
Bungalow
CAIRNS Qld 4870

11. When We Contact You

- (a) Where we have to contact you in writing, we may do so by electronic message (if we have your email address or mobile phone number) or by post to the address you have given us.
- (b) Any notice given by post will be deemed to have been received by you on the next business day after posting.
- (c) Any notice given electronically will be deemed to have been received 24 hours after the message was sent unless the person sending the message knows or reasonably ought to suspect that the message was not delivered.

12. Currency

All transactions are processed through the website in Australian dollars.

13. Governing law

These terms, their subject matter and their formation, are governed by the laws of Queensland, Australia. You and we both agree that the courts in Queensland, Australia will have non-exclusive jurisdiction.

14. Applicable Law

These Donation Terms shall be governed by and construed in accordance with the laws of the Queensland. The parties agree that the Courts of the Queensland have jurisdiction over any legal disputes arising from these Donation Terms.

15. Severability

If any part of these terms are found to be void or unenforceable then those terms will be severed and the remaining terms will remain in force and constitute the agreement between you and us in respect of the subject matter of these Donation Terms.

16. Transfer and Assignment

We reserve the right to transfer or assign the personal information, content and rights that we have in relation to you to any third party acquirer of our business.

17. Waiver

Any failure by us to exercise or enforce any right under these terms will not constitute a waiver of any such right.