



TERMS AND CONDITIONS

Last updated on 7 September 2020

These terms and conditions (**Terms**) govern your use of the Go Do Good website located at www.godogood.com.au (**Website**) and our supply of goods through the Website. By using the Website, you agree to be bound by these Terms which form a binding contractual agreement between you, the user of the Website and us, Go Do Good ABN 61 906 370 503 (**GDG, our, we or us**).

These Terms set out the terms and conditions that apply when you use this Website and if you offer to purchase goods through the Website (**Goods**).

We may change these Terms at any time by updating this page of the Website, and your continued use of the Website following such an update will represent an agreement by you to be bound by the Terms as amended.

DISCLAIMER

You acknowledge that the Goods are toys that contain small parts and are designed to be used strictly in accordance with manufacturers' instructions. The Goods may be dangerous, if used by small children.

By purchasing the Goods you agree and warrant that:

- you will only use the Goods in accordance with the manufacturers' instructions provided on the packaging or on the Website;*
- you will not use the Goods if it is unsafe to do so or allow small children to use the Goods while unsupervised; and*
- we retain all intellectual property rights in the Goods, including any text, graphics, logos, designs and images (collectively **Design**) and you must not reproduce, adapt, distribute, sell, modify or publish the Design of the Goods without our prior written permission.*

1. USE OF THE WEBSITE

1.1 ACCESS AND USE OF THE WEBSITE

You must only use the Website in accordance with these Terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with the Terms and any applicable laws.

1.2 ACCOUNT REGISTRATION

To access member benefits, you may sign up for an account (**GDG Account**).

When you register for a GDG Account, you must provide true, accurate and complete information as requested and keep this information up to date after registration.

You agree that you're solely responsible for:

- maintaining the confidentiality and security of your GDG Account information and your password; and
- any activities and those of any third party that occur through your GDG Account, whether those activities have been authorised by you or not.

You also agree to let us know if you detect any unusual activity on your account as soon as you become aware of it.

We won't be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out of a failure by you to maintain the security of your GDG Account information or your password.

1.3 YOUR OBLIGATIONS

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without the express consent of GDG;
- (b) use the Website for any purpose other than the purposes of browsing, selecting or purchasing Goods;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) act in a way that may diminish or adversely impact the reputation of GDG, including by linking to the Website on any other website or social media platform; and
- (g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
 - (i) gaining unauthorised access to Website accounts or data;
 - (ii) scanning, probing or testing the Website for security vulnerabilities;
 - (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website;
 - (iv) instigating or participating in a denial-of-service attack against the Website.

1.4 INFORMATION ON THE WEBSITE

While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:

- (a) the Website will be free from errors or defects;
- (b) the Website will be accessible at all times;
- (c) messages sent through the Website will be delivered promptly, or delivered at all;
- (d) information you receive or supply through the Website will be secure or confidential; or
- (e) any information provided through the Website is accurate or true.

We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.

1.5 INTELLECTUAL PROPERTY

- (a) GDG retains ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website Content**) and reserves all rights in any intellectual property rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from GDG or as permitted by law.

1.6 LINKS TO OTHER WEBSITES

- (a) The Website may contain links to other websites that are not our responsibility.
- (b) We have no control over the content of the linked websites and we are not responsible for it.
- (c) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

1.7 SECURITY

GDG does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

1.8 REPORTING MISUSE

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us immediately using the contact details or form provided on our Website.

1.9 PRIVACY

You agree to be bound by the clauses outlined in GDG's Privacy Policy, which can be found https://godogood.com.au/wp-content/uploads/2020/01/Go_Do_Good_Privacy_Policy_2July2020.pdf.

2. SUPPLY TERMS

2.1 OFFER TO PURCHASE

By submitting an order for purchase of a Good using the Website's functionality (**Purchase Order**) you represent and confirm that you:

- (a) have the legal capacity and are of sufficient age to enter into a binding contract with us; and
- (b) are authorised to use the debit or credit card included in your order.

Submitting a Purchase Order constitutes your intention and offer to enter into a contract, where we will provide you with the Goods you have ordered in exchange for your payment of the total amount listed upon checkout. A contract is not formed until we have approved your payment and you receive an email from us confirming that your order is being processed.

2.2 PAYMENT

- (a) (**Payment obligations**) Unless otherwise agreed in writing:
 - (i) if GDG issues an invoice to you, payment must be made by the time specified in such invoice;
 - (ii) in all other circumstances, you must pay for all Goods on or prior to GDG dispatching the Goods for delivery; and
 - (iii) you must not set off any money alleged to be owing by GDG against money due by you to GDG.
- (b) (**GST**) Unless otherwise indicated, amounts stated on the Website include GST.
- (c) (**Card surcharges**) GDG reserves the right to charge credit card surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard, American Express or Diners Club).
- (d) (**Online payment partner**) We use a third-party payment provider, currently Stripe, (**Payment Provider**) to collect payments for Goods. The processing of payments by the Payment Provider will be, in addition to these Terms, subject to the terms, conditions and

privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

2.3 CANCELLATION

We reserve the right to cancel your order for any reason, and will notify you of this as soon as possible. Where payment has already been debited, the full amount will be credited back to your original method of payment.

2.4 PRICING ERRORS

In the event that we discover an error or inaccuracy in the price at which your order was purchased (including shipping prices), we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your order at the correct price, or cancelling your order. If you choose to cancel your order and payment has already been debited, the full amount will be credited back to your original method of payment.

2.5 DELIVERY AND SHIPPING

- (a) **(Delivery)** For Goods to be delivered, GDG may charge you for delivery at any time (notwithstanding that it may not have previously done so). Where prices are stated as inclusive of delivery, delivery is to the delivery point specifically accepted by GDG.
- (b) **(Shipping)** All delivery times provided to you are estimates only and are subject to postal delays and reasons beyond our control. We do not warrant or make any representation that your order will be delivered within the times indicated. We will not be liable for any loss or damage suffered as a result of or in connection with late deliveries.
- (c) **(Damage in transit)** Unless GDG is delivering the Goods, GDG shall not be liable for loss of or damage to Goods in transit and the Client must make all claims for such loss or damage against the carrier.

2.6 TITLE AND RISK

- (a) **(Title)** Until the price of Goods is paid in full, title in those Goods is retained by GDG.
- (b) **(Risk)** Risk in the Goods will pass to you on delivery. Delivery must not be refused by you.
- (c) **(Failure to pay)** If you do not pay for any Goods on or before the due date for payment:
 - (i) you must pay GDG interest at the rate of 1% per month on each amount outstanding, from the due date for payment to the date on which the payment is received by GDG;
 - (ii) you authorise GDG, its employees and agents to enter any premises occupied by you or any other place where the Goods are located and use reasonable force to retake possession of the Goods without liability for trespass or any reasonable damage; and
 - (iii) if you sell Goods or items into which the Goods are incorporated before payment in full to GDG, you acknowledge that such sale is made by you as bailee for and on behalf of GDG, to hold the proceeds of sale on trust for GDG, in an account in the name of GDG, and you must pay that amount to GDG on demand.

2.7 INTELLECTUAL PROPERTY RIGHTS IN THE GOODS

- (a) GDG retains ownership of the intellectual property rights in the Goods, including any text, graphics, logos, designs and images (collectively **Design**).
- (b) You must not reproduce, adapt, distribute, sell, modify or publish the Design of the Goods without our prior written permission.

2.8 CUSTOMS AND DUTIES

GDG reserves the right to refuse international orders. Approved international orders may be subject to customs and import duties upon reaching its country of destination. You will be responsible for paying all customs and import duties and acknowledge that failure to pay may result in your order being held at customs. We will not be liable for any costs you may incur in having your order released from customs, including reimbursing you for any customs or import duties you may pay.

2.9 RETURNS & EXCHANGES

- (a) Returns of Goods will only be accepted if the Goods are faulty and you comply with the provisions of this clause 2.9; or
 - (i) the Goods are new, unused and tagged (if applicable) (**Original Condition**);
 - (ii) the Goods are returned within 10 business days of you receiving it; and
 - (iii) we agree in writing to accept return of the Goods.
- (b) (**Proof of Purchase**) As a condition precedent to us considering any refund or exchange, you must be able to provide valid proof of purchase of the Goods you seek to return or exchange.
- (c) (**Change of mind return**) We do not accept change of mind returns.
- (d) (**Faulty products**) The following process applies to any Goods you believe to be faulty.
 - (i) If you believe your Goods are faulty, please contact us via hello@godogood.com.au a full description of the fault (including images if possible).
 - (ii) If we determine that your Goods may be faulty, we will request that you send the product back to us for further inspection, including any accessories, manuals, documentation or registration shipped with the product. We reserve the right to further inspection before deeming a product faulty.
 - (iii) If we determine in our reasonable opinion that the product is not faulty, or is faulty due to fair wear and tear, misuse, failure to use in accordance with the manufacturer's instructions, or failure to take reasonable care, we will refuse your return and send the product back to you, at your cost.
 - (iv) If we determine that the product is faulty, you will be credited the full amount paid (including shipping costs) and you may request a refund, an exchange or store credit. All refunds will be credited back to your original method of payment unless you request otherwise and we approve this request.
 - (v) If you fail to comply with the provisions of this clause 2.9 in respect of faulty Goods, we may, in our absolute discretion, issue only a partial refund or no refund in respect of such faulty Goods.
 - (vi) Nothing in this clause 2.9 is intended to limit or otherwise affect any of your rights which cannot be excluded under applicable law.

3. LIMITATION OF LIABILITY AND GENERAL

3.1 LIABILITY

- (a) **(Limitation of liability)** To the maximum extent permitted by applicable law, GDG excludes completely all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this Website, these Terms or any goods or services provided by GDG.

Claims for loss of or damage to Goods in transit must be made against the carrier.

Goods sold by GDG will have only the benefit of any warranty given by the manufacturer. All other express or implied representations and warranties are, to the maximum extent permitted by applicable law, excluded. Where any law (including the *Competition and Consumer Act 2010* (Cth)) implies a condition, warranty or guarantee into these Terms which may not lawfully be excluded, then to the maximum extent permitted by applicable law, GDG's liability for breach of that non-excludable condition, warranty or guarantee will, at GDG's option, be limited to:

- (i) in the case of goods, their replacement or the supply of equivalent goods or their repair; and
- (ii) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.
- (b) **(Indemnity)** You agree to indemnify GDG and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from your or your representatives' use of the Website or of any goods or services provided by GDG.
- (c) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will GDG be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Website, these Terms or any goods or services provided by GDG (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).

3.2 GENERAL

- (a) **(Governing law)** This agreement is governed by the law applying in New South Wales, Australia.
- (b) **(Jurisdiction)** Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia, and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (c) **(Amendments)** These Terms may only be amended by GDG in accordance with the Terms.
- (d) **(Waiver)** No party to these Terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
- (e) **(Further acts)** Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to these Terms.
- (f) **(Assignment)** A party cannot assign, novate or otherwise transfer any of its rights or obligations under these Terms without the prior written consent of the other party.
- (g) **(Entire Agreement)** These Terms embody the entire agreement between the parties and supersede any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of the Terms.
- (h) **(Interpretation)** In these Terms, the following rules of interpretation apply:
- (i) **(singular and plural)** words in the singular includes the plural (and vice versa);

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- (ii) (**gender**) words indicating a gender includes the corresponding words of any other gender;
 - (iii) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (iv) (**person**) a reference to "**person**" or "**you**" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
 - (v) (**party**) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
 - (vi) (**these Terms**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these Terms, and a reference to these Terms includes all schedules, exhibits, attachments and annexures to it;
 - (vii) (**document**) a reference to a document (including these Terms) is to that document as varied, novated, ratified or replaced from time to time;
 - (viii) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;
 - (ix) (**includes**) the word "**includes**" and similar words in any form is not a word of limitation; and
 - (x) (**adverse interpretation**) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.