



Terms and Conditions for the LLL Donation Platform

Effective Date: 9 September 2026

LLL Australia
175 Archer Street
PO Box 45
North Adelaide, South Australia 5006
Toll Free 1800 556 457
Tel 08 8360 7200
lll@lll.org.au www.lll.org.au
ABN 25 044 678 441
AFSL 329339



Definitions

In these Terms:

ACNC means the Australian Charities and Not-for-profits Commission.

Agreement has the meaning given to that term in clause 1(a).

Application means the application you have made to LLL to use and access the Platform in accordance with these Terms.

ATO means the Australian Taxation Office.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any equivalent state or territory legislation.

Chargeback means a forced, bank-initiated reversal of funds from your facility back to a Donor following an invalid Donation made by that Donor through the Platform.

Confidential Information means non-public, confidential or commercially sensitive information obtained in connection with the Agreement.

DGR means deductible gift recipient.

Donation means the sum of money donated to the Recipient by the Donor.

Donor means the individual or organisation who donates funds to the Recipient through the Platform.

Fees has the meaning given to that term in clause 6.

Fund means your nominated project or area to benefit of Donations made through the Platform.

LLL, we, us, our means Lutheran Laypeople's League of Australia Limited ABN 25 044 678 441 AFSL 329 339 trading as LLL Australia.

LLL Materials means any marketing material provided by us to you for the promotion of the Platform or your Fund and any trademarks, logos, designs, text, graphics, images, video, information, software, and sound made available through the Platform or other LLL platforms or media.

Nominated Facility means the LLL facility nominated by the Recipient to receive Donations.

Platform means the platform accessible at www.lll.org.au/donate for Donors to make one-off or recurring Donations to the Recipient to support the Recipient's missional objectives or needs.

Parties means LLL and the Recipient.

Platform Access means any access credentials, permissions or rights granted by LLL to a Recipient to view administrative information available within the Platform.

Privacy Policy means LLL's privacy policy located at www.lll.org.au/disclosure

Recipient, you and your means the entity that submits the Application and any other entity that is the recipient of Donations made using the Platform (as the case requires).

Recipient Materials has the meaning given to that term in clause 12(d).

Terms means these terms and conditions.



1. Contract

- (a) These Terms and the Application (together, the **Agreement**) apply to the services provided by LLL to you in connection with your use of the Platform.
- (b) By submitting the Application, you acknowledge that you have read, understood, and agree to be bound by the Terms. The person agreeing to these Terms represents and warrants to us that they are duly authorised to do so and able to bind the Recipient to these Terms.
- (c) A binding agreement between the Parties is formed on the date that we provide written notice to you that we have accepted your Application.
- (d) For the avoidance of doubt, nothing in these Terms obliges us to accept your Application and we may, at our absolute discretion, reject the Application.
- (e) By submitting the Application, you warrant that:
 - (i) you are an Australian charity registered with ACNC and/or not-for-profit and agree, upon request, to provide LLL evidence of your current and valid registration as a charity or your not-for-profit status; and
 - (ii) all information contained in the Application is true and accurate in all material respects.

2. Platform Services

2.1 Purpose of the Platform

- (a) LLL has partnered with YourGiving Incorporated (operating as “Tithe.ly”), a merchant aggregator and donation payment gateway provider, to facilitate the receipt of Donations from Donors.
- (b) LLL administers access to the Platform and may, in its discretion, provide certain Recipients with Platform Access to view information available through the Platform for reporting, reconciliation or other operational purposes.
- (c) Donations made through the Platform are made by the Donor to the Recipient, and not to LLL in our capacity as the administrator of the Platform.

2.2 Our Role and Responsibilities

Under the Agreement:

- (a) LLL’s role is limited to:
 - (i) administering access to the Platform;
 - (ii) where LLL determines that it is appropriate, providing you with read-only access to information available through the Platform for purposes authorised by LLL.
 - (iii) keeping records of all Donations made to your Nominated Facility via the Platform, including contact details for each Donor (where provided) and details of the Fees for each transaction;
 - (iv) acting as the primary contact point for any Donor questions, requests for information, or concerns regarding the Platform; and
- (b) LLL does not:
 - (i) guarantee the volume or frequency of Donations;
 - (ii) endorse, verify, or warrant the accuracy of any information provided by you to Donors in relation to you or a Fund; or
 - (iii) act as a trustee in respect of Donations; or provide financial, legal, or tax advice to you or Donors.

2.3 Use of the Platform

- (a) LLL will use reasonable efforts to ensure access for Donors to the Platform to make Donations but does not guarantee that:



- (i) use of the Platform will be uninterrupted; or
 - (ii) the Platform will be error-free.
- (b) LLL may, at any time, suspend or restrict use of the Platform where reasonably necessary for compliance, or operational reasons (including due to any event or circumstance outside of our control).
- (c) Where LLL grants you Platform Access, that access is provided solely for viewing, reporting, reconciliation and other operational purposes authorised by LLL. You must not make or attempt to make, any amendment, update or other change using the Platform. LLL may, at its sole discretion, remove your Platform Access at any time.

3. Recipient Obligations

3.1 Your Role and Responsibilities

You agree to:

- (a) use the Platform at all times:
 - (i) in accordance with these Terms; and
 - (ii) in a lawful, responsible, and ethical manner;
- (b) notify us in writing:
 - (i) immediately if any of the information provided in the Application changes or is inaccurate; and
 - (ii) if you wish to change your Nominated Facility;
- (c) have sufficient funds available in your Nominated Facility for LLL to place a hold on funds pending any investigation conducted by LLL regarding fraudulent Donations; and
- (d) permit LLL to debit funds from your Nominated Facility in circumstances where:
 - (i) a Donation is deemed to be fraudulent; or
 - (ii) a transaction is subject to a Chargeback.

3.2 Conduct and Misuse

- (a) You will not:
 - (i) use the Platform or Donations for any purpose that is inconsistent with the stated purpose of the Fund;
 - (ii) provide information about the Fund that is misleading, deceptive, or inconsistent with information previously provided (other than in the case of an error);
 - (iii) engage in any conduct that may harm the reputation of LLL or the Platform; or
 - (iv) attempt to interfere with, disrupt, or misuse the operation, integrity, or security of the Platform.
- (b) We may, acting reasonably, investigate any suspected misuse of the Platform. During an investigation, we may:
 - (i) suspend the use of the Platform by Donors;
 - (ii) suspend your use of or access to the Platform; and/or
 - (iii) request further information from you regarding the suspected misuse.
- (c) If we reasonably determine that you have breached the Agreement, we may take appropriate action against you, including the suspension or termination of your use of or access to the Platform in accordance with these Terms.

3.3 Compliance with laws

- (a) You must comply, and procure that the Fund complies, with all applicable laws, regulations, and regulatory requirements applicable to:
 - (i) your access to, and use of, the Platform; and



- (ii) the receipt and use of Donations.
- (b) Without limiting the above, you must:
 - (i) maintain your status as a registered Australian charity and/or not-for-profit.;
 - (ii) notify us of any change or intended change to your ACNC registration or the Fund's DGR status (as applicable) at least 30 calendar days prior to making that change; and
 - (iii) ensure that all fundraising activities conducted through the Platform comply with applicable fundraising laws and Australian Consumer Law;
 - (iv) comply with all obligations imposed by the ACNC (as applicable), including the ACNC Governance Standards as imposed under the *Australian Charities and Not-for-profits Commission Act 2012* (Cth), and ACNC Regulations;
 - (v) ensure that all information provided in relation to the Fund or project is accurate, current, and not misleading or deceptive under applicable law;
 - (vi) ensure that all Donations are applied in a manner consistent with the stated purpose of the relevant Fund; and
 - (vii) not use the Platform in a manner that breaches any anti-money laundering and counter-terrorism financing laws.

4. Donor Relationship

- (a) You acknowledge that donations made through the Platform are made by the Donor to the Recipient, and not to LLL in any capacity.
- (b) You acknowledge and agree that Donor personal information will be handled in accordance with clauses 7 and 8 (Privacy and Confidentiality).
- (c) You are solely responsible for:
 - (i) the purpose, use, and application of Donations received through the Platform; and
 - (ii) responding to any enquiries, complaints, or claims relating to the Recipient or its Fund.
- (d) LLL will act as the initial point of contact for Donor enquiries relating to the operation of the Platform and payment processing. Any enquiries relating to the Recipient or its Fund will be referred to you.
- (e) You are solely responsible for:
 - (i) the purpose, use, and application of Donations received through the Platform; and
 - (ii) where Donor information is provided, responding to any enquiries, complaints, or claims relating to the Recipient or its Fund.
- (f) You acknowledge that LLL does not make any representation or warranty to Donors in relation to the Recipient, its Fund, or the use of Donations, and that any such representations are the responsibility of the Recipient.
- (g) Nothing in the Agreement creates any partnership, joint venture, or fiduciary relationship between LLL and you in respect of Donations.

5. Deductible Gift Recipient (DGR) Status

- (a) Tax-deductible donation receipts can only be issued to Donors if the Recipient or Fund holds a current DGR status with the ATO.
- (b) LLL will only provide an interim or tax-deductible donation receipt if verification of the DGR status of a Recipient or Fund has been provided.
- (c) If your DGR status is removed or revoked (voluntarily or otherwise), you must notify LLL at least 30 calendar days prior to the change in status in order to prevent tax-deductible donation receipts from being incorrectly issued to Donors. If you fail to notify LLL of a change to your DGR status and it results in us issuing a tax-deductible donation



receipt to an ineligible Donor, you indemnify us against any loss, damage, liability, or claim arising out of or in connection with the issuance of any tax-deductible donation receipts issued to ineligible Donors.

6. Fees and Charges

- (a) Donations made via the Platform will be subject to applicable bank, merchant, payment processing, and transaction fees and charges (**Fees**).
- (b) These Fees will be deducted from Donations prior to remittance to the Recipient.
- (c) You acknowledge that third-party service providers (including payment processors) may apply fees and charges, and that such fees and/or charges are outside our direct control.

7. Privacy

- (a) LLL will collect, use, and disclose personal information obtained through the Platform in accordance with its Privacy Policy and applicable privacy laws, including the *Privacy Act 1988* (Cth).
- (b) You acknowledge that we:
 - (i) collect personal information from Donors for the purpose of processing Donations, issuing receipts, administering the Platform and complying with legal and regulatory obligations;
 - (ii) may disclose personal information to service providers engaged in connection with the Platform, including payment processors, for the purpose of facilitating Donations; and
 - (iii) will take reasonable steps to protect personal information from misuse, interference, and loss, and from unauthorised access, modification, or disclosure, consistent with our Privacy Policy.
- (c) Unless otherwise agreed between LLL and you, Donations are anonymous to the Recipient and we will not disclose Donor personal information to you.
- (d) Unless otherwise necessary, we will provide you with de-identified or aggregated Donation information for reporting, reconciliation, operational or compliance purposes. This information will not identify individual Donors.

8. Confidentiality

- (a) Each Party must keep confidential all **Confidential Information**, including:
 - (i) information relating to the Platform, its operation and processes;
 - (ii) Donor and Donation information (other than de-identified or aggregated information); and
 - (iii) any information disclosed by one Party to the other that is reasonably understood to be confidential.
- (b) A Party may disclose Confidential Information only:
 - (i) to the extent required by law or a regulatory authority;
 - (ii) to its legal advisers or auditors on a need-to-know basis; or
 - (iii) with the prior written consent of the other Party.
- (c) Each Party must take reasonable steps to protect Confidential Information from unauthorised use, access or disclosure.
- (d) This clause survives termination of the Agreement.

9. Governing Law

- (a) The Agreement is governed by the laws in force in South Australia.
- (b) Each Party submits to the non-exclusive jurisdiction of the courts of South Australia and any courts competent to hear appeals from those courts.



10. Indemnity

You indemnify us from any loss, liability, claim, damage, cost or expense (including reasonable legal costs) incurred or suffered by us arising out of or in connection with:

- (a) the information provided by you in the Agreement;
 - (b) any breach of these Terms by you;
 - (c) any information given or representation made to any Donor by you or by LLL, where it is based on information given or a representation made by you; and
 - (d) any claim made by a third party in relation to our use of the Recipient Materials,
- except, in each case, to the extent caused by our breach of the Agreement, negligence or wilful misconduct.

11. Limitation of Liability

- (a) Without limiting clause 10, to the maximum extent permitted by law, each Party's liability to the other for any loss, damage, or claim arising out of or in connection with the Agreement (including the use of the Platform) is limited to the lesser of \$50,000, or the net proceeds that LLL derives from the Donations received by the Recipient via the Platform in the 12 months preceding the event giving rise to the claim.
- (b) Neither Party will be liable for any indirect, incidental, special, or consequential loss or damage, including loss of revenue, loss of opportunity, or loss of reputation, arising out of or in connection with the Agreement.
- (c) Nothing in the Agreement excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred by applicable law (including the Australian Consumer Law) that cannot be excluded, restricted, or modified.
- (d) This clause does not apply to any loss arising from:
 - (i) your breach of clause 12 (Intellectual Property); or
 - (ii) fraudulent actions or wilful misconduct of a Party, or any liability that cannot be limited or excluded by law.

12. Intellectual Property

- (a) You acknowledge that LLL owns the LLL Materials, together with any goodwill and intellectual property rights subsisting in the LLL Materials (our **Intellectual Property**), other than such material that is provided to LLL by you.
- (b) You will only use the LLL Materials for the sole purpose of promoting the Platform and your respective Fund, and in accordance with any reasonable instructions provided by us regarding their use. You must not otherwise copy, reproduce, transmit, display, distribute, or modify any of our Intellectual Property or the LLL Materials, including any QR code or associated disclosure information or instructions provided by LLL, in whole or in part without our prior written consent, which may be given or withheld at our sole discretion.
- (c) You will bear all associated costs with printing and/or producing any LLL Material that is to be used for the promotion of your Fund via the Platform.
- (d) To the extent that you provide us with any photographs, images, graphics, videos, illustrations or other visual materials (**Recipient Materials**) in connection the Agreement, you grant us a perpetual, worldwide, royalty-free licence to:
 - (i) use, copy, edit, publish or create new works using the Recipient Material (in whole or part); and
 - (ii) incorporate the Recipient Material in any way and in any form, media or technology (including into the Platform).

13. Amendment to these Terms

- (a) We may, from time to time, amend, vary, or supplement these Terms in our sole discretion, provided that any such amendment is, in our reasonable opinion, necessary or desirable for the proper administration or operation of the Agreement or the Platform and is made in good faith.



- (b) If you reasonably consider that any amendment by us materially and adversely affects your rights or obligations under the Agreement, you may terminate the Agreement by giving written notice to us within 30 days of receiving notice of the amendment.
- (c) Any amendment to these Terms will take effect after the 30 days after we have notified you of the proposed amendment.

14. Termination

- (a) Either Party may terminate the Agreement at any time by providing at least 30 calendar days' written notice to the other Party.
- (b) We may terminate the Agreement immediately by written notice if:
 - (i) you breach any obligation under the Agreement and you fail to remedy that breach within 14 days of being notified by us;
 - (ii) you breach any material obligation under the Agreement that is not capable of being remedied;
 - (iii) you cease to be registered with the ACNC, or cease to meet eligibility requirements outlined in the Agreement;
 - (iv) you engage in conduct that, in our reasonable opinion, may damage the reputation of LLL or the Platform;
 - (v) we reasonably suspect that the Platform is being used for unlawful, fraudulent, or misleading purposes by you; or
 - (vi) we are required to do so to comply with any applicable law or regulatory requirement.
- (c) You may terminate the Agreement immediately by written notice if we commit a material breach of the Agreement.
- (d) On termination of the Agreement:
 - (i) any use or access granted to you by LLL in connection with the Platform will cease immediately;
 - (ii) any recurring Donations facilitated through the Platform will be cancelled as soon as reasonably practicable; and
 - (iii) any outstanding obligations between the Parties, including in relation to Chargebacks, fraud investigations, confidentiality, and indemnities, will continue to apply.

15. Errors and Complaints

15.1 Errors

If you believe that there has been an error of any kind, including crediting or debiting your Nominated Facility, you should notify us immediately on (08) 8360 7200 or 1800 556 457 or donations@lll.org.au and confirm that notice in writing with us as soon as possible so that we can resolve the matter in a timely manner.

15.2 Complaints

- (a) We accept that sometimes things can go wrong, and when this happens, we're determined to make them right again. Most problems can be resolved quickly and simply by contacting us.
- (b) You can make a complaint by contacting us using via telephone (08) 8360 7200 or 1800 556 457, email LLL@LLL.org.au or the LLL website (refer contact us).
- (c) To help us resolve your complaint as soon as possible, you'll need to provide your name, a contact method, what your complaint is about and how you'd like us to resolve your complaint. For complex complaints we may request you to make your complaint in writing.



16. General

16.1 Notices

- (a) Any notice, demand, consent, approval or other communication under the Agreement must be in writing and may be given by hand, post or email to the address or contact details last notified by the recipient. A notice is taken to be received:
 - (i) if delivered by hand, when delivered to that address;
 - (ii) if sent by regular post, at 9.00am on the sixth Business Day after the date of posting;
 - (iii) if sent by email, when the email (including any attachment) is sent to the receiving party, unless the sending Party receives a notification of delivery failure within 24 hours of the email being sent.
- (b) If a notice is received after 5.00 pm on a Business Day, or on a day that is not a Business Day, it is taken to be received at 9.00 am on the next Business Day

16.2 Assignment

You must not assign, novate or otherwise transfer any of your rights or obligations under the Agreement without our prior written consent. We may assign, novate or otherwise transfer any of our rights or obligations under the Agreement at any time.

16.3 Waiver

No waiver by a party of one breach of any obligation contained or implied in the Agreement operates as a waiver of another breach of the same or of any other obligation contained or implied in the Agreement.

16.4 Severability

If the whole or any part of a provision of the Agreement is void, unenforceable or illegal it is severed, the remainder of the Agreement continues to have full force and effect.

16.5 Entire agreement

To the extent permitted by law, in relation to the subject matter of the Agreement, the Agreement:

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed on between the Parties; and
- (b) supersedes any prior written or other agreement between the Parties.

How to contact us

Website: www.lll.org.au Telephone: 1800 556 457 Email: lll@lll.org.au

Mail: PO Box 45, North Adelaide SA 5006

Office: 175 Archer St, North Adelaide SA 5006

Business Hours: Mon to Fri 9:00am to 4:30pm (South Australia time)

LLL Australia

175 Archer Street

PO Box 45

North Adelaide South Australia 5006

Toll Free 1800 556 457

Tel 08 8360 7200

lll@lll.org.au www.lll.org.au

ABN 25 044 678 441

AFSL 329339