

# Dollar For Schools - School Terms

## 1. Terms

- 1.1 These terms apply when you access and use the Dollarforschools Platform as a school.
- 1.2 By registering for an Account you accept these terms. If you do not accept these terms, you must not use the Dollarforschools Platform.
- 1.3 If any of these terms are not enforceable for any reason, that part of the terms will be deleted and the rest of these terms will apply.
- 1.4 We reserve the right to make changes to these terms by uploading updated terms on the Dollarforschools Platform. You will be bound by the terms that are in effect at the time you access and/or use the Dollarforschools Platform. Your continued use of the Dollarforschools Platform represents your agreement to be bound by the terms as amended. If you do not agree with our amended terms, you must stop using the Dollarforschools Platform.

## 2. Definitions and Interpretation

- 2.1 In these terms:

**Account** means a school account on the Dollarforschools Platform.

**Business Day** means any day (other than a Saturday, Sunday or public holiday) on which registered banks are open for general banking business in Auckland, New Zealand.

**Customer** means a customer that purchases Goods from a Supplier using the Dollarforschools Platform and Customers means any one of them.

**Customer Order** means an order made by a Customer using the Dollarforschools Platform for the purchase of Goods from a Supplier.

**Delivery Location** means the location at your school that Goods ordered in a School Lunch Order must be delivered to.

**Delivery Location Monitor** means the person selected by you who is responsible for the collection of the School Lunch Orders from the Delivery Location.

**Dollarforschools Platform** means our progressive web application.

**Goods** means goods purchased by Customers from Suppliers on the Dollarforschools Platform, which, in the case of Shop Now Orders, may include vouchers that entitle a Customer to receive the performance of services offered by Suppliers.

**Leads** means offers by Suppliers of free trials or no-obligation consultations to Customers for which the Suppliers agree to make a specified contribution to a School, and Lead means any one of them.

**School Lunch Order** means a Customer Order which relates to the delivery of Goods that are food items to your school and is specified on the Dollarforschools Platform as a 'School Lunch Order'.

**Shop Now Order** means a Customer Order that is not a School Lunch Order and is specified on the Dollarforschools Platform as an 'Instant Fundraiser'.

**Price** means the price for the Goods, as shown on the Dollarforschools Platform

**Suppliers** means suppliers that list Goods for sale on the Dollarforschools Platform and **Supplier** means any one of them.

**We, our or us** means Dollarforschools Limited (company number 7686696).

**You and your** means you, the school under these terms.

### **3. Account**

- 3.1 In order to participate as a school on the Dollarforschools Platform in accordance with these terms, you must register for an Account.
- 3.2 When registering for an Account, you are required to provide us with the information specified on the Dollarforschools Platform.
- 3.3 You acknowledge that if there are any changes to the information provided by you when registering for an Account, those changes must be updated by you on the Dollarforschools Platform.

### **4. Delivery of Goods**

- 4.1 When registering for an Account, you may register your School for School Lunch Orders. If you do so, the provisions of this clause 4 will apply.
- 4.2 You agree that Suppliers can deliver School Lunch Orders to the Delivery Location at or before 12.00pm on the date of the School Lunch Order. You will ensure that the Delivery Location Monitor will be at the Delivery Location to collect the School Lunch Orders.
- 4.3 Following delivery of the School Lunch Order, the Delivery Location Monitor will be responsible for, and will ensure that, the School Lunch Order is provided to the classroom and the student specified in the School Lunch Order.

### **5. Contributions**

- 5.1 We will make the following contributions to you, into your specified bank account, at the end of each quarter.

- (a) For school lunch orders, \$1 for each lunch item ordered and delivered by a supplier to your school in the preceding term (quarter).

The following exclusions apply:

- (i) Dollar for Schools reserves the right to exclude this \$1 contribution for lunch orders that do not meet the required margin to make this \$1 contribution feasible, or where the school has requested its removal to allow for lower prices or any other reason.
- (ii) You understand that contributions are subject to the school completing fair and reasonable regular promotion of the Dollarforschools platform to the school community.

### **6. Logo**

- 6.1 You grant to us a limited, non-exclusive, non-transferable, revocable and royalty-free licence to use the logo provided by you when registering for an Account on the Dollarforschools Platform, for the purposes of displaying your school on the Dollarforschools Platform.

## 7. Promotion of Dollarforschools

- 7.1 As a recipient of contributions, you agree that you will use best endeavours to promote us and the Dollarforschools Platform to parents and your school community (including, for example, promoting the Dollarforschools Platform in school newsletters).
- 7.2 To enable you to comply with clause 7.1, we grant to you a limited, non-exclusive, non-transferable, revocable and royalty-free licence to use our logo solely for promoting the Dollarforschools Platform.
- 7.3 You agree that you will not misrepresent us or the service provided via the Dollarforschools Platform, or use our logo in such a way that may mislead parents or your school community.
- 7.4 If you are unsure whether your promotional material is compliant with the requirement included in clause 7.3, you must seek our written approval before publishing that material by providing that promotional material to us using the email address specified on the Dollarforschools Platform.

## 8. Liability

- 8.1 To the extent we are legally able to limit our liability, we will not be liable to you for any reason relating to your use of the Dollarforschools Platform, or a Supplier's acts or omissions.

## 9. Termination

- 9.1 Our agreement may be terminated by you or us giving not less than 10 Business Days' prior written notice to the other.
- 9.2 If you do not agree to any updates to these terms notified in accordance with clause 1.4, you may terminate our agreement immediately by giving written notice. You must then immediately stop using the Dollarforschools Platform.

## 10. General Provisions

- 10.1 These terms constitute the entire agreement and understanding of you and us relating to the matters dealt with in these terms and supersedes and extinguishes any previous agreement, discussions, negotiations, promise, assurance, warranty and representation (whether oral or written) between you and us in relation to such matters. Nothing in this clause operates to limit or exclude any liability for fraud.
- 10.2 You warrant and represent that:
- (a) **Power and authority:** you have full power and authority to enter into these terms;
  - (b) **Consents, authorisations and approvals:** all consents, authorisations and approvals that are necessary or required of in connection with the entering into of these terms, and the assumption of rights and obligations under it, have been obtained or effected; and
  - (c) **No breach:** your entry into and performance of these terms does not constitute a breach of any law or obligation, and will not cause or result in any default or breach under any other agreement or arrangement, by which you are bound and which would prevent you from entering into or performing your obligations under these terms.
- 10.3 We will not be deemed to have waived any right under these terms unless the waiver is in writing and signed by us. A failure to exercise or delay in exercising any

right by us under these terms will not operate as a waiver of that right. Any such waiver will not constitute a waiver of any subsequent or continuing right or of any other provision in these terms.

- 10.4 These terms, and any claims arising out of or in connection with it or its subject matter or formation (including non-contractual claims), will be governed by and construed in accordance with the laws of New Zealand and you and we irrevocably submit to the exclusive jurisdiction of the courts of New Zealand for any matter arising under or relating to these terms or its subject matter or formation or the relationships established by it (including non-contractual claims).