



ourcommunity.com.au

Where not-for-profits go for help

Our Community Pty Ltd

(ABN 24 094 608 705)

Terms of Use

Version 5.1

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Accessibility:

If you need this document in an alternative accessible format, please contact
service@ourcommunity.com.au

This policy applies to:

All enterprises and online services operated by Our Community Pty Ltd, excluding Our Community International.

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1 Application of these Terms of Use

- 1.1 These terms apply to all online services operated by Our Community Pty Ltd (ABN 24 094 608 705) and its related Australian entities including SmartyGrants (AU/NZ), SmartyFile (AU/NZ), Institute of Community Directors Australia, Funding Centre, GiveNow and Our Community House (collectively referred to as **we, us, our** and **Our Community**). A separate Terms of Use applies to our related entity, Our Community International, which operates the international instances of SmartyGrants and SmartyFile. In particular, these terms apply to the following websites and associated subdomains (our **online services, websites**):
- (a) Our Community: www.ourcommunity.com.au
 - (b) Communities in Control: www.communitiesincontrol.com.au
 - (c) Funding Centre, including:
 - (i) the public-facing website at www.fundingcentre.com.au;
 - (ii) the customer-facing website at <https://explore.fundingcentre.com.au/>; and
 - (iii) the SmartySearch grant database tool, which may be embedded in third-party websites under licence. Where personal information is collected through a SmartySearch embed form, these Terms apply to Our Community's handling of that information.
 - (d) GiveNow, including:
 - (i) the public-facing website at <https://www.givenow.com.au>, and the password-protected client-facing areas of that website;
 - (ii) the client-facing websites at about.givenow.com.au and <https://help.givenow.com.au>; and
 - (iii) the GiveNow donation widget, which may be embedded in third-party websites by organisations registered with GiveNow. Where personal information (including payment information) is collected through a GiveNow embed form, these Terms apply to Our Community's handling of that information.
 - (e) Institute of Community Directors Australia, including:
 - (i) The public-facing website at www.communitydirectors.com.au; and
 - (ii) The learning management systems at <https://training.communitydirectors.com.au> and <https://portal.communitydirectors.com.au>
 - (f) SmartyGrants (AU and NZ), including:
 - (i) SmartyGrants' public-facing websites: www.smartygrants.com.au and www.smartygrants.co.nz;
 - (ii) All SmartyGrants grantmaker portals (Manage Sites) and their associated public-facing applicant portals (Applicant Sites), accessible via subdomains and custom domains;
 - (iii) The SmartyGrants help hub at <https://help.smartygrants.com.au> and applicant help at <https://applicanthelp.smartygrants.com.au>;
 - (iv) The SmartyGrants learning management system (SmartySkills) at <https://smartygrants.talentlms.com/>; and
 - (v) The SmartyGrants Forum at <https://forum.smartygrants.com.au>.
 - (g) SmartyFile: www.smartyfile.com.au

- 1.2 A reference to “**you**” or “**your**” in these Terms is a reference to any person accessing or using our online services, or the company or organisation on whose behalf that individual is accessing or using our online services.

2 Your obligations

- 2.1 By accessing or using our online services, you agree to be bound by the terms and conditions set out below (**Terms**) as well as the Our Community Privacy Policy as updated from time to time and accessible through the links listed in Clause 8.1 (**Privacy Policy**). If you do not accept or agree with these Terms or our Privacy Policy, you must not use our online services.
- 2.2 We may modify these Terms from time to time. Where we make a material change to these Terms, we will give you at least 30 days’ notice through email to your nominated contact, or via an on-screen notification. Your continued use of our online services after the notice period constitutes acceptance of the updated Terms. For minor or technical changes (such as correcting a typographical error or updating a URL), we may update the Terms without prior notice. The current version of these Terms is always available at <https://www.smartygrants.com/policies#terms-of-use>.
- 2.3 By accessing and using our online services you warrant that you:
- (a) have the power to form a binding agreement with Our Community, either in your individual capacity or as an authorised representative of your organisation;
 - (b) are 18 or over, or you otherwise have the consent of your parent or guardian;
 - (c) are solely responsible for all your activities that occur on our online services;
 - (d) only use our online services in a private and secure manner;
 - (e) will keep secure and confidential all passwords, account names, tokens or log-in identifications required to access our online services;
 - (f) will do your best to prevent any unauthorised access to any online services that require a login;
 - (g) will not hack into, tamper with, or make any unauthorised modifications to our online services, or exploit our online services to access unauthorised information;
 - (h) will not knowingly or recklessly introduce to our online services a virus, malicious code, worms, harmful software, or otherwise damage or hinder the operation of our online services, or any information contained within it;
 - (i) will not use bots or web scraping tools to access, browse or extract data from our online services;
 - (j) will not use our online services to send commercial electronic messages in contradiction of the Spam Act 2003 (Cth) and the Unsolicited Electronic Messages Act 2007 (NZ);
 - (k) will refrain from uploading onto our online services any material, or use our online services in any way, which:
 - (i) infringes the intellectual property rights of any person;
 - (ii) is obscene, indecent, offensive, threatening or defamatory;
 - (iii) is false or misleading;

- (l) will not use our online services for purposes that are unlawful or may adversely affect our reputation or interests.

3 User Content

- 3.1 When you enter or upload text, graphics, photographs, video content, or other information (collectively, **User Content**) into our online services, you grant us an irrevocable, perpetual, world-wide, royalty-free, non-exclusive licence (with the right to sub-licence) to copy, edit, distribute and display your User Content to the extent necessary for us to:
 - (a) operate and manage our online services;
 - (b) enable you to obtain the benefit of our online services; and
 - (c) provide services to third parties (refer to section 7).
- 3.2 You warrant that you have the right to grant the licence in clause 3.1 and that by uploading or communicating the User Content you are not violating the intellectual property rights or moral rights of any third party.
- 3.3 In regard to User Content uploaded into SmartyGrants:
 - (a) The grantmaker retains all intellectual Property rights in their User Content.
 - (b) Any license granted to Our Community for User Content terminates on the expiry of the agreement between Our Community and the grantmaker.
 - (c) Information related to grant applications may be captured and managed by the grant applicant in SmartyFile and/or the Funding Centre dashboard, in accordance with these Terms, after expiry of the agreement between Our Community and the grantmaker.
 - (d) Refer to section 7 for additional Terms of Use for grant applicants.

4 Intellectual Property

- 4.1 Our Community, or its licensors, owns all trademarks, logos, designs, text, graphics, images, video, information, software and sound we produce and make available through our online services, together with any goodwill or reputation and intellectual property rights subsisting in those things (our **Intellectual Property**).
- 4.2 Except as required for your proper use of the online services in accordance with these Terms, you must not copy, reproduce, transmit, display or otherwise distribute any of our Intellectual Property in whole or in part without our prior written consent, which we may give or withhold at our sole discretion.
- 4.3 In providing information about grant opportunities on Funding Centre or on external domains which host the Funding Centre's grant database (e.g. SmartySearch):
 - (a) We aim to reach as many grant applicants as possible so we can make our products as cheap as possible. As such, we will rigorously enforce our Intellectual Property rights.
 - (b) Only paid-up subscribers are permitted to access the restricted areas of the website – you are allocated one password per user (up to 10 users per subscription for multi-user subscribers). You are not allowed to share your password, not even within your own organisation.

- (c) Only paid-up subscribers are authorised to receive the EasyGrants newsletter (one user for single-user subscriptions, no more than 10 for multi-user subscriptions). You are not allowed to forward on the newsletter.
- (d) Only paid-up subscribers are permitted to host the embedded Funding Centre grant database (SmartySearch), and the search tool may only be embedded on the website/s that have been agreed upon in the terms of the SmartySearch Agreement.
- (e) We won't tolerate anyone scraping, indexing, downloading or sharing our data to use for any purpose other than to facilitate their own or, in the case of SmartySearch users, their constituents' grantseeking.

5 Third-party websites and third-party content

- 5.1 Our online services may contain links to third-party websites.
 - (a) We are not responsible for the operation or security of third-party websites.
 - (b) We do not make any representations as to the accuracy, appropriateness or usability of content shown on third-party websites.
 - (c) Links to third-party websites are provided solely for your convenience and do not indicate our endorsement or affiliation of their services.
- 5.2 Our online services may contain information from third-party sources:
 - (a) Funding Centre and SmartySearch: We take pride in ensuring our data is up to date and accurate, but you should not rely on our data alone. Please double-check everything, particularly crucial information such as closing dates. If you do spot a mistake, please let us know so we can correct it.
 - (b) Information sourced from public datasets (for example, business and charity registers, ABS, data.gov.au): We make no warranties about the currency or accuracy of this information.

6 Services that require a payment

- 6.1 If you are a subscriber to Funding Centre or host the Funding Centre grant database on your website (SmartySearch):
 - (a) The fees for a paid subscription (as amended from time to time) are shown at: www.fundingcentre.com.au/subscribe or by enquiry to the SmartySearch team.
 - (b) Fees must be paid annually in advance by electronic payment.
 - (c) You may cancel your account by giving us thirty days written notice.
- 6.2 If you are a donor using GiveNow:
 - (a) Payments are processed via a third-party payment gateway. Credit card data is not stored by GiveNow. Direct debit bank account data is processed and stored by GiveNow and our third-party gateway, in a PCI-DSS compliant environment.
 - (b) For information about how your payment information is handled, refer to clause 8.1 and our Privacy Policy.
 - (c) If you have set up a recurring donation, you may cancel at any time by using the portal functionality. If you are unable to access the portal, contact us directly using the contact details in clause 15.

- 6.3 If you are organisation using any other Our Community service that requires a payment, payment terms are as agreed at the time of booking, purchase or registration.

7 Services we provide on behalf of others

- 7.1 If you are a grant applicant using SmartyGrants:
- (a) Our Community provides the software platform SmartyGrants through which you may submit applications and other materials (**Applications**) to grantmakers or others collecting data. We are not responsible for decisions pertaining to the outcome of Applications, nor do we have any control over the conduct of grantmakers with respect to an Application.
 - (b) We provide grantmakers with the ability to create forms using SmartyGrants. We are not responsible for the content of these forms, and make no representations about their accuracy or completeness.
 - (c) Our Community and the relevant grantmaker(s) are separate legal entities. Your relationship with a grantmaker is subject to the grantmaker's terms and conditions (for example, its terms and conditions or policies about privacy and confidentiality), as well as these Terms and our Privacy Policy. To the extent that there is any inconsistency between these Terms and a grantmaker's terms and conditions, these Terms prevail in regards your relationship with us.
 - (d) In addition, any User Content that you submit to a grantmaker via SmartyGrants is subject to any terms or conditions imposed by the grantmaker (for example, terms and conditions of making an Application for a grant). Our Community has no liability for the handling, use or disclosure of User Content by a grantmaker or its employees, agents or subcontractors (other than ourselves).
 - (e) We have the right, but not the obligation, to remove from SmartyGrants any User Content that has not been submitted to a grantmaker, and that we consider to be in breach of these Terms.
 - (f) If we suspend or terminate your account access or any use of our online services under clauses 10.1 and 11.2, we are not liable for any damage or loss resulting from your inability to complete an Application or submit an Application to a grantmaker.
- 7.2 If you are a user of SmartyFile:
- (a) SmartyFile allows individuals to create and manage an organisational profile that can be used to store information and pre-fill grant applications submitted via SmartyGrants. Our Community provides SmartyFile as a platform service; we do not control the content of individual profiles or the grant applications to which they contribute.
 - (b) Your SmartyFile profile may be visible to administrators and members of SmartyFile organisations you join.
 - (c) You are responsible for ensuring that the information you enter into your SmartyFile profile is accurate and that you have the right to share it.
 - (d) For information about how your SmartyFile data is handled, including what happens if an organisation's SmartyGrants account closes, refer to our Privacy Policy.
- 7.3 If you are a donor using GiveNow:

- (a) Our Community provides the GiveNow platform for organisations to outline how they intend to use funds raised. We have no control over the organisation to ensure the funds are expended in the manner or timeframe outlined.
 - (b) We provide organisations with the ability to create questions for donors in the transaction process. We are not responsible for the content of these questions, and make no representations about their accuracy or completeness.
 - (c) Our Community and the relevant fundraising organisation are separate legal entities. Any dispute about how funds are applied should be directed to the recipient organisation.
- 7.4 If you are a member or user of the Institute of Community Directors Australia:
- (a) We provide governance and leadership resources, training, events and a board matching service to community directors and not-for-profit organisations. Where our online board matching service is used, organisations advertising vacancies and individuals submitting expressions of interest are separate parties. Our Community facilitates the connection but is not responsible for the outcome of any matching process or any subsequent engagement between the parties.
- 7.5 If you are a Funding Centre user or subscriber, or a grant applicant using SmartySearch:
- (a) We provide grant information and search tools to grant applicants and subscribing organisations. The grant opportunities are listed on Funding Centre or in our SmartySearch portal, which is embedded on the website of an organisation that supports grant applicants in their community.
 - (b) Grant opportunities are drawn from publicly available information and from grantmakers who have provided their details directly. We take care to ensure information is accurate, but you should independently verify all grant details, particularly closing dates and eligibility criteria, before acting on them.

8 Privacy and confidentiality

- 8.1 If we collect, handle and disclose Personal Information, we do so in accordance with Privacy Legislation and our Privacy Policy at:
<https://www.smartygrants.com/policies#privacy-policy>
- 8.2 In addition, we do our best to ensure that User Content is:
- (a) stored, transferred and disposed of according to best-practice industry guidelines;
 - (b) not disclosed to third parties (except as set out in these Terms and our Privacy Policy);
 - (c) password-protected, with access only to authorised employees, officers or agents; and
 - (d) protected from misuse, interference or loss.
- 8.3 If you provide us with any information which we know (or ought reasonably to know, given its nature or the circumstances of its disclosure to us) is confidential, we will:
- (a) use, disclose or copy the information solely for the purposes of fulfilling our obligations under these Terms;

- (b) keep that information confidential and not disclose it to a third party, except as requested by you or as required by law;
 - (c) notify you promptly if we become aware that the confidentiality of such information has been compromised or the law requires its disclosure; and
 - (d) take all reasonable steps required to prevent or stop any such breach.
- 8.4 Our online services may include artificial intelligence (AI) features or automation. Please refer to the Privacy Policy and our AI Transparency Statement for more information on our use and governance of AI and automation features.

9 Technical information and security

- 9.1 We do our best to keep information secure and minimise the introduction of viruses and bugs to our online services. However, the transmission of data over the internet is not always secure, and we do not guarantee the security of any User Content transmitted using our online services. You use our online services at your own risk. To the maximum extent permitted by law, we are not liable for any breaches of security, or loss of information.
- 9.2 It is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular security requirements.

10 User conduct

- 10.1 Our Community has the right to suspend or terminate your account or any use of our online services where we consider you to be in breach of these Terms. We are not liable for any damage or loss resulting from the termination or suspension.
- 10.2 Where we suspend or terminate your account or access to our online services, you must not attempt to circumvent this action by registering or attempting to register on our online services under alternative username(s).

11 Modification or suspension of access

- 11.1 Our Community reserves the right to modify or discontinue our online services at any time, without needing your consent, unless otherwise agreed.
- 11.2 We may suspend access to our online services at any time to carry out maintenance, install modifications or updates, or to fix errors. Where practicable, we do our best to publish prior notice on our websites detailing the time and duration of any downtime.

12 Warranties and disclaimers

- 12.1 Except to the extent required by law or set out in these Terms, Our Community provides online services without any express or implied representations or warranties, and on an 'as is' basis. We do not warrant that our online services meet your requirements or that they are suitable for your purposes.
- 12.2 We do not warrant or represent that our online services are available for use at all times, uninterrupted or error-free, or free of viruses or programming bugs or interferences.
- 12.3 Our liability for a breach of any warranty that by law we cannot exclude is limited to the repair of our online services giving rise to the breach.

- 12.4 Subject to clause 12.3, we exclude all liability for any direct or indirect loss, damage, claim or expense you or another may suffer from your use of our online services (including as a result of negligence). This includes loss of profits, loss of opportunity, business interruption, loss or corruption of data or information, or damage to any computer system.
- 12.5 Under no circumstances are we liable for any action or omission of a third party (other than our sub-contractors) in connection with your use of our online services.
- 12.6 You indemnify us, and any of our officers, directors and employees, against any loss, damage, expense, or costs we incur in connection with your breach of these Terms or of any other legal obligation, or your use of, or conduct, on our websites.

13 Other terms

- 13.1 Any failure by a party to enforce or exercise a right provided in these Terms is not a waiver of that right.
- 13.2 If a provision of these Terms is found to be invalid or unenforceable, the remaining terms still apply.
- 13.3 These Terms are governed by the law of Victoria, Australia. You submit to the non-exclusive jurisdiction of its courts and will not object to the exercise of jurisdiction by those courts.
- 13.4 Nothing in these Terms limits or excludes the application of any mandatory law of New Zealand (including the Privacy Act 2020 (NZ) and the Consumer Guarantees Act 1993 (NZ)) to the extent that law applies to users in New Zealand.

14 Dispute resolution

- 14.1 If you have a complaint about our services or these Terms of Use, please contact us using the contact details set out below. We will do our best to respond to your complaint within seven days of receiving it.
- 14.2 If you are unhappy with our response you may commence proceedings in accordance with the law subject to clause 13.3.

15 How you can contact us

Please contact us if you have any queries about these Terms of Use. Our contact details are set out below:

- (a) Call us on (+61) 03 9320 6800 (Australia) or +64 4 889 3068 (New Zealand)
- (b) Email us on service@ourcommunity.com.au
- (c) Send a letter to us at:
Customer Service
Our Community
PO Box 354
North Melbourne VIC 3051
Australia