

Terms and Conditions

Last updated: December, 2018

The <https://galaxycrowd.fund> Site ("**Site**") is operated and controlled by Galaxy Crowdfunding Pty Ltd ACN 622 444 142 ("**Galaxy Crowdfunding**", "**us**", "**we**", or "**our**"). We provide the Services to users of the Site ("**Users**", "**you**", "**your**" "**Investor**" "**Participants**" or "**Issuer**"), subject to these terms and conditions ("**Terms**").

These Terms govern your use of the Site, including any services that you access through the Site, and the use of your Galaxy Crowdfunding user account ("**Account**").

By accessing or using the Site, applying for an Account or using the Services, you enter into a binding legal agreement between you and Galaxy Crowdfunding, and agree to be bound by these Terms and our Privacy Policy. If you disagree with these Terms, you are not authorised to use the Site, your Account or to access the Services. In addition to these Terms, you may be required to agree to Project-specific terms and conditions with a Issuer to participate in a Project.

Nothing on the Site should be considered an offer or solicitation to buy or sell any service or product to any person in any jurisdiction where such offer or solicitation would be unlawful.

In these Terms, a reference to "you" includes anyone acting on your behalf or with your express or implied authority.

The Site and Services

1. This Site is an online crowdfunding service platform which allows users with a Galaxy Crowdfunding Account ("**Investors**") to contribute to third parties ("**Issuers**") that are seeking to raise capital to fund their companies with their equity ("**CSF Offers**" or "**Offers**").
2. The Site will connect Issuers and Investors, and enable Investors to:
 - a. contribute capital to company by investing equity issued for each Project ("**Issuers**"), and
 - b. to invest equity delivered in respect of the different Projects. ("**Services**")
3. The Site facilitates, but is not a party to, transactions between Issuers and Investors. We do not guarantee the success of any Offers, or take responsibility for any Offers, that is published on the Site.

Investor eligibility

4. To access the Services and be eligible for an Account, you must:
 - a. be an individual over the age of 18 or a legally incorporated company (including one acting in the capacity of trustee), and
 - b. have the capacity to enter into and agree to be bound by these Terms.
 - c. Galaxy Crowdfunding reserves the right, in its absolute discretion to refuse to register a User for an Account at any time, and retains the right to ask for further information or to set further requirements that may be reasonably necessary to protect Galaxy Crowdfunding's interests.

Opening an Account

5. You can open an Account by signing up through the Site and providing the requested credentials.
6. When you create an Account with us, you must provide us with information that is accurate, complete, and current, and must update your information if the information you provided changes. Failure to do so is a breach of these Terms, and may result in immediate suspension or termination of your Account.
7. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.
8. After successful sign-up, Galaxy Crowdfunding will create an Account for you, which will enable you to deposit AUD, place subscriptions for shares (“**Buy Orders**”) from Issuers.
9. Users may not create or use more than one Account, or open an account on behalf of another (for the avoidance of doubt, this does not prevent an individual from opening an account on behalf of a company provided that individual has authority to do so).

Maintaining your Account

10. You are responsible for maintaining the confidentiality and security of your Account, including your password. You agree not to disclose your password to any third party.
11. You agree that you are responsible for activities that relate to your Account or your password, including any Buy Orders or other communications which are initiated via your Account.
12. If you believe the security of your Account has been breached, including by unauthorised access or any other breach of security, you must notify us as soon as possible upon becoming aware of, or forming the suspicion of, the breach of security or unauthorised use of your Account.
13. You must only access your own Account. You must not attempt to gain unauthorised access to the Account of another user, and any attempt to do so may result in the immediate cancellation of your Account. This does not limit our right to take any other action against you.

Know Your Customer (KYC)

14. We are under an obligation to complete customer due diligence obligations before providing our Services to you, regardless of whether it involves a one-off transaction or an ongoing business relationship.
15. Before we open an Account and allow you to access the Service, we will collect certain minimum ‘know your customer’ (KYC) information from you and may verify your identity. Galaxy Crowdfunding will only collect information that is necessary to provide you with the Services, and will collect and manage your Personal Information in accordance with our Privacy Policy.
16. If you are making AUD deposits in our Account, we may also verify your bank account before you are able to make investments.

Making deposits into your Account

17. To access the Services, you may need to deposit AUD into your Account.
18. You may deposit AUD into your Account using POLi Payments and other authorised payment methods, as advised on the Site from time to time. Deposits made via POLi Payments are subject to the POLi Payments terms and conditions, including any fees charged.
19. Once the deposited AUD is received by Galaxy Crowdfunding, the deposited amount, less any fees, will be shown in your Account. All AUD that is credited to your Account

- will be held on trust for you in a bank account that is under Galaxy Crowdfunding's name, or under the name of a custodian appointed by Galaxy Crowdfunding.
20. In relation to the operation and maintenance of an account which holds User funds, Galaxy Crowdfunding must:
 - a. maintain accounts in accordance with any applicable law or standard,
 - b. at all times be able to identify each User's assets, and
 - c. not mix our own funds with funds held on behalf of Users.
 21. The withdrawal of AUD from your account may attract an administrative fee, which fee will be disclosed on the Site. Your ability to deposit into and withdraw from your Account may be regulated by applicable law.
 22. Galaxy Crowdfunding is not required to accept any deposit of AUD to your Account.

Purchases

23. If you wish to purchase any shares made available through the Site, you may be asked to supply certain information to facilitate your purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.
24. You represent and warrant that:
 - a. you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that
 - b. the information you supplied to us is true, correct and complete.
25. By providing us with such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.
26. We reserve the right to refuse or cancel your buy orders at any time for certain reasons including but not limited to: share availability, errors in the CSF offer documents description or price of the shares offered by the Issuers, error in your buy order or other reasons.
27. We reserve the right to refuse or cancel your buy orders if fraud or an unauthorised or illegal transaction is suspected.
28. The Site is not designed to provide qualitative advice regarding the fitness for purpose and merchantability of any investments. We strongly advise you to exercise caution and do your own due diligence in conducting any transactions through the Site.

Fees

29. We do not charge a fee for opening or holding an Account.
30. We may charge fees in respect of any Service. Fees charged for each Service, as varied from time to time, will be displayed on the Site.
31. The Platform may charge fees to Issuers in their capacity as Issuers, but any such fees are not passed onto Users.

Your use of the Site

32. You will not, and you will not permit any other person to:
 - a. use or access the Site in a way that infringes the intellectual property rights or other rights of any person
 - b. do anything which will or may damage, disrupt access to or interfere for any period of time with the proper operation of the Site or provision of the Services
 - c. knowingly introduce viruses, Trojans, worms, bots, logic bombs or other malicious software
 - d. do anything which will or may place an unreasonable load on the infrastructure of the Site

- e. post, distribute or send any 'spamming' material or any other form of bulk communication on or using the Site
- f. use the Site to transmit any material which contains viruses or other computer codes designed to interrupt, limit or destroy the efficient operation of the Site
- g. impersonate any person or entity
- h. publish on the Site, or disseminate using the Site, any material which is or may be unlawful, defamatory, indecent, offensive or inappropriate, or which may harass others
- i. conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction or data harvesting) on, or in relation to, the Site
- j. use the Site for any unlawful purpose, including (without limitation) any act or omission carried out for the purpose of money laundering or terrorism financing, or
- k. otherwise use the Site for any purpose that may harm the reputation of Galaxy Crowdfunding.

Risk involved

- 33. Your use of the Site is at your sole risk.
- 34. You acknowledge and agree that the Site and Services are there are provided without warranties of any kind and that there are a number of risks involved in the Services and your use of the Site, including but not limited to:
 - a. investing in CSF Offers may carry a high level of risk, and may result in a loss of all your invested funds even if the company is successful, the value of your investment and any return on the investment could be reduced if the company issues more shares. Even though you have remedies for misleading statements in the offer document or misconduct by the company, you may have difficulty recovering your money,
 - b. AUD held in your Account, or otherwise by us, may not be secure or free from hacking, theft or other unauthorised access,
 - c. your equity investment may not be liquid. This means you may not be able to sell your shares quickly or at all if you need the money or decide that this investment is not right for you, and
 - d. third parties may receive your Personal Information and data by a third party intercepting, accessing, monitoring or receiving any communication between you and Galaxy Crowdfunding, including via your Account.

No guarantee

- 35. Galaxy Crowdfunding takes reasonable steps to deliver the Services effectively and maintain the Site, the security of your Personal Information and your Account. However, we do not warrant, guarantee or represent that:
 - a. the results of using the Site will meet your requirements
 - b. the Site or Services, or any information or other material accessible through our Site, will be uninterrupted, timely, reliable, secure, error-free or is free of any virus, worm, trojan horse or other harmful component
 - c. any errors or defects in the Site will be corrected
 - d. there will be operational stability, availability or continuation of the Site or the Services
 - e. the Site, including your Account, is safe from hacking
 - f. your use of the Site and the provision of the Services will not infringe the rights of any third party

- g. the contents contained on the Site are complete, accurate, reliable or suitable, or
 - h. there will be any continuation of the agreement formed under these Terms.
36. In addition, we warn you that we may be discontinue the Site or Services at any time in our absolute discretion, and that our Site may be inaccessible at times due to:
- a. down time and maintenance
 - b. outages to the Internet, networks or servers
 - c. equipment failure, including the failure of third party systems, or
 - d. any other major event that implicates the Site and/or Services and is beyond our control.

User representations

37. You represent and warrant that:
- a. you will open and operate your Account, use the Site and access the Services in accordance with these Terms
 - b. if you are an individual, you are 18 years or older and capable of entering into a legally binding agreement
 - c. if you are a corporation, you are duly constituted and registered and possess the requisite power to enter into these Terms, and any individual entering into these Terms on your behalf is authorised to do so
 - d. you are not using an anonymous network to access the Site
 - e. all information you have provided to us is correct, current and complete at the date provided, and you will promptly notify Galaxy Crowdfunding of any changes to such information
 - f. you will make ongoing disclosure to Galaxy Crowdfunding of any matters that may affect the operation of these Terms, or your ability to comply with them
 - g. you have complied with, and will continue to comply with, all applicable laws, statutes, ordinances, and regulations (including without limitation anti-money laundering and counter-terrorism financing laws and any relevant data protection or privacy laws)
 - h. your use of the Site or submission of Buy Orders does not infringe the rights of any third party or breach any applicable law
 - i. you have adequate security protection and backup of data and/or equipment used in connection with your usage of the Site and will not make a claim against for lost data, re-run time, inaccurate instruction, work delays or lost profits resulting from the use of the Service
 - j. you will not use the Site for any illegal or improper purpose, including money laundering, tax evasion or the financing of terrorist activities
 - k. you will not use the Site for any unsolicited, undisclosed or unauthorised advertising, and
 - l. you have regular access to the Internet and consent to Galaxy Crowdfunding providing you any information, including notice, via the Site. It is for you to ensure your contact details are current and up to date at all times, and to check for communications and information from us.

Intellectual Property

38. All intellectual property rights vested in the Site and its original content (which excludes content provided by users), features and functionality are owned by, or licensed to, Galaxy Crowdfunding.

39. Galaxy Crowdfunding's property, or that of our licensors, is protected by copyright, trademark and other laws of Australia and may not be used in connection with any product or service without the express prior written consent of Galaxy Crowdfunding.
40. Nothing in these Terms constitutes a transfer of any Intellectual Property rights from us to you. As a User, you are granted a limited, non-exclusive, revocable, non-transferable right to use the Site and to create, display, use, play, and download Site content, subject to these Terms.
41. You must not modify the physical or digital copies of any Site content you print or downloaded in any way, and you must not use any illustrations, photographs, video or audio, or any graphics separately from any accompanying text.
42. Our Intellectual Property must not be used in connection with a product or service that is not affiliated with us or in any way brings us in disrepute.

Third Party Content and Links to third Party Websites

43. You acknowledge and agree that Galaxy Crowdfunding is not liable for any information provided by Issuers or other third parties on the Site, and that we do not explicitly or implicitly endorse or approve any third party, including Issuers.
44. Although Galaxy Crowdfunding takes reasonable steps to ensure information provided by third parties is not misleading, Galaxy Crowdfunding does not verify or validate such information and takes no responsibility for its content or any consequence of any person placing reliance on third party information.
45. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by any other Users or Issuers are those of the respective authors or distributors and not of us.
46. In addition, our Service may contain links to third-party Sites or services that are not owned or controlled by us. We do this for convenience, and the inclusion of a link does not imply our endorsement of that Site. We have no control over, and assume no responsibility for, the contents, privacy policies, or practices of any third party Sites or services. You acknowledge and agree that Galaxy Crowdfunding is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such contents, products or services available on or through any such Sites or services.
47. We strongly advise you to read the terms and conditions and privacy policies of any third-party Sites or services that you visit.

Issuer Content

48. Our Site allows Issuers to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Project Content"). Issuers are responsible for the Project Content they post to the Site, including its legality, reliability, and appropriateness.
49. By posting Project Content to the Site, the Issuer grants us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Project Content on and through the Site. The Issuer retains any and all of their rights to any Project Content they submit, post or display on or through the Site and are responsible for protecting those rights. The Issuer agrees that this licence includes the right for Galaxy Crowdfunding to make any such Project Content available to other users of the Site, who may also use the Project Content subject to these Terms.
50. For the avoidance of doubt, Galaxy Crowdfunding has no obligation to regularly monitor the accuracy or reliability of your User Content incorporated into the Site, but nevertheless reserves the right to modify or remove any User Content at any time.

Variation

51. Galaxy Crowdfunding may vary these Terms by providing notice at any time.
52. You will be taken to have accepted any changes by continuing to use the Site and Services after notice is provided.
53. You acknowledge that Galaxy Crowdfunding may vary these Terms immediately without notice, and that this clause is reasonably necessary to protect Galaxy Crowdfunding's legitimate business interests.

Termination or suspension

54. We may terminate or suspend your Account immediately, without prior notice or liability, for any reason whatsoever, including if you breach these Terms. You will be notified if your account has been terminated or suspended, which notification may occur after the termination or suspension has been effected.
55. If you wish to terminate your Account, you must provide written notice of your desired termination to Galaxy Crowdfunding ("Termination Notice"). It is your responsibility to withdraw any AUD you may have deposited, which is recorded in your Account. The termination will take effect 30 days after receipt of the Termination Notice.
56. Upon termination, your right to access your Account and the Services will immediately cease.
57. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation to, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
58. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

Indemnification

59. As a condition of your access to and use of the Site and Services, you agree to indemnify us and our successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of or related to your access to and use of the Site, the Services or your breach of these Terms.
60. This indemnification section survives the termination of these Terms and your Account.

Limitation of Liability

61. The following exclusions and limitations of liability are subject to any liability the Company has to the User under statutory implied terms or other statutory rights which cannot legally be excluded.
62. To the full extent permitted by law, you agree that Galaxy Crowdfunding will not be liable under any circumstances (including but not limited to any act or omission on our part) for any damages arising out of an action under contract, negligence or for any loss or consequential loss including any profits, data, reputation, opportunity, goodwill or any business interruption or other pecuniary loss or any incidental damages, punitive damages or exemplary damages whatsoever that result from your use of the Site or Services.
63. All statutory or implied terms are excluded to the extent permitted by law. Participants may have rights against us under statutory implied terms which cannot legally be excluded. To the extent permitted by law, our liability to the Participant under any statutory implied terms which cannot legally be excluded is limited to supplying relevant goods or services again, or paying the cost of having the relevant services supplied again.
64. Without limiting the foregoing, in no event will our aggregate liability to you exceed, in total, the amounts paid by you to us.

Governing Law

65. These Terms and your use of the Site and Services will be governed and construed in accordance with the laws of Victoria, Australia. All Users submit to the exclusive jurisdiction of the courts of Victoria.

Severance and waiver

66. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

67. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

Contact Us

68. If you have any questions about these Terms, or complaints or suggestions in relation to the Service, please contact us:

By email: support@galaxycrowd.fund

By visiting this page on our Site: <https://support.galaxycrowd.fund>