

Giveall2Charity E-fundraising Terms of Service for Fundraisers and Donors

December 02, 2015

Ver.2.07

PLEASE READ THESE TERMS OF SERVICE CAREFULLY - WE RECOMMEND THAT YOU CONSULT WITH YOUR LEGAL ADVISOR OR ACCOUNTANT SHOULD YOU NEED ANY CLARIFICATION

Giveall2Charity Limited, a registered UK Charity – 1132982, company registered number 7075425 whose registered office is at Bank House, 81 St. Judes Road, Englefield Green, Egham, TW20 0DF, through its wholly owned subsidiary Giveall Services Limited ('Giveall2Charity', Giveall, 'us' or 'we'), provides the on-line donation service www.giveall.org, www.giveall.com, www.giveall2charity.com and www.giveall2charity.org and other related systems and services as are outlined in these Terms of Service (the 'Giveall Services').

These are the Terms of Service, which govern the use of the Giveall Services by Fundraisers and Donors that are registered with Giveall.

By continuing to use or access the Giveall services, or by beginning the user registration process, you are agreeing as a Fundraiser and/or Donor to be bound by these Terms of Service with immediate effect.

References in these Terms of Service to the 'Fundraiser/Donor or 'you' (or similar) are references to you as a Fundraiser and/or Donor that has applied to Giveall and/or been registered by Giveall as a Member (as defined below).

These Terms of Service are divided into eight (8) Sections for your convenience:

- Section 1 sets out the provisions relevant to your registration with Giveall.
- Section 2 sets out the provisions relating to the payment of your donation/Event fees and refund of your Event fees.
- Section 3 sets out the terms of refund of Event Fees.
- Section 4 sets out the terms of the use of the Merchant Charity Trust Account by Giveall.
- Section 5 sets out the terms of the use of the Payroll Giving Account by Giveall.
- Section 6 sets out the terms of the Transfer of amounts due to Charities.
- Section 7 sets out the fees payable for the use of the Giveall Services.
- Section 8 records the general provisions relating to the agreement.

Section 1 – Registration with GIVEALL

1. Registration

1.1. The Giveall Services are currently only available for use by charities, churches, CASC's, schools, educational institutions and other Non-Profit Organisations ("NPO") (together collectively referred to from here onwards as "the **Charity**" or "the **Charities**") with a registered address in the United Kingdom and who are registered with the English and Welsh or Scottish Charity Commissions and/or Her Majesty's Revenue & Customs ('HMRC') Further information on the registration process can be located by clicking [here](#).

1.2. The following definitions apply:

- 1.2.1. "Affiliate" means an independent third party legal entity, which provides products and services to Giveall Services Limited.
- 1.2.2. "Affiliate Services" means any product and service, which Affiliate entities and organisations provide to Giveall Services Limited, which in turn are provided to all Giveall Subscriber charities by Giveall Services Limited.
- 1.2.3. "Barclays Giveall Banking Services platform" means the banking platform provided by Barclays Bank PLC, which Giveall has modified to provide a bespoke platform to all Charities.
- 1.2.4. "Branding Guidelines" means the Giveall branding guidelines as [published](#) by Giveall.
- 1.2.5. "Calendar Month" is the period of time between the 1st and last days of any month.
- 1.2.6. "Chargeback costs" means the costs incurred on the processing of chargebacks or refunds initiated by any debit or credit card holder or card-issuing bank.
- 1.2.7. "Charity" or "Charities" means any charity, church, CASC, school, educational institution and other Non-Profit Organisation ("NPO").

Giveall2Charity E-fundraising Terms of Service for Fundraisers and Donors

December 02, 2015
Ver.2.07

PLEASE READ THESE TERMS OF SERVICE CAREFULLY - WE RECOMMEND THAT YOU CONSULT WITH YOUR LEGAL ADVISOR OR ACCOUNTANT SHOULD YOU NEED ANY CLARIFICATION

- 1.2.8. "Charity registered for Giveall Payroll Giving (only)" means a Charity, which registers only for the Giveall Payroll Giving Service and does not pay any subscription and is therefore not entitled to benefit from the Affiliate Services.
 - 1.2.9. "Charity Trust Account" means the separate Trust Account held by Giveall for each Charity and Individual Donors under the Barclays Giveall Banking Services platform with Barclays Bank PLC.
 - 1.2.10. "Giveall" means Giveall2Charity Limited, a registered UK Charity – 1132982, company registered number 7075425 whose registered office is at Bank House, 81 St. Judes Road, Englefield Green, Egham, TW20 0DF, trading as Giveall2Charity, Giveall and Giveall Services Limited.
 - 1.2.11. "Giveall Individual Donor Account" means the separate Individual Donor Account held by Giveall under the Charity Trust Account held with Barclays Bank PLC for the retention and processing of donor funds, until such time as the donor allocates them to a Charity.
 - 1.2.12. "Giveall Payroll Giving Service" means the Payroll Giving Service provided by Giveall to employers and employees.
 - 1.2.13. "Giveall Reporting Service" means the high security service provided by the Giveall Affiliate Partners – Formidable Media, Olap Office and Targit.
 - 1.2.14. "Giveall Subscriber" means a Charity, which is entitled to receive all of the Affiliate Services and has concluded a Subscription and effected payment of the Subscription Fees.
 - 1.2.15. "Merchant Charity Trust Account" means the separate Trust Account held with Barclays Bank PLC for the retention and processing of funds, until such time as they are cleared by Giveall.
 - 1.2.16. "Offset Arrangement" means an arrangement whereby a cost and a benefit are offset in a manner, which benefits two parties.
 - 1.2.17. "PSP" means the independent payment services provider, which undertakes the processing of the merchant and related financial transactions for Giveall.
 - 1.2.18. "Registered" means the Charity appears on our database.
 - 1.2.19. "Settlement Bank" means a recognised bank which Giveall uses to settle (i.e. to pay into) the merchant or any other funds.
 - 1.2.20. "Settlement Fees" means the fees charged by a recognised bank for the processing and settlement of the merchant or any other funds.
 - 1.2.21. "Subscription" means where a Charity, which is a Giveall subscriber entitled to and / or in receipt of all the Affiliate Services and has supplied its Know Your Client (KYC) information and effected payment of the Subscription Fees to Giveall.
 - 1.2.22. "Subscription Fees" means the fees payable in terms of Section 7.
- 1.3. The Giveall Services are currently only available for use by Fundraisers and/or Donors who wish to raise funds for, or donate funds to, charities with a registered address in the UK and who are either registered with the English and Welsh or Scottish Charity Commissions and/or Her Majesty's Revenue & Customs ('HMRC') and/or recognised non-profit entities under statute. Further information on the registration process can be located by clicking [here](#).
 - 1.4. All users who wish to use the platform have to register with Giveall under the Anti-Money Laundering ("AML") regulations.
 - 1.5. Donors may track their donations on their Giveall account. In addition, UK Donors, subject to certain [requirements](#), may also increase their donation by making a Gift Aid Declaration.
 - 1.6. A Donor may make an anonymous donation, but in such situations in accordance with HMRC regulations, no Gift Aid may be claimed.

Giveall2Charity E-fundraising Terms of Service for Fundraisers and Donors

December 02, 2015
Ver.2.07

PLEASE READ THESE TERMS OF SERVICE CAREFULLY - WE RECOMMEND THAT YOU CONSULT WITH YOUR LEGAL ADVISOR OR ACCOUNTANT SHOULD YOU NEED ANY CLARIFICATION

- 1.7. While there are no registration fees for any Charity, the Charity can either register as a Giveall Subscriber or as a Charity registered for Giveall Payroll Giving (only). The following information concerning Subscription Fees should be noted:
 - 1.7.1. Giveall Subscribers are required to pay a Subscription Fee as set out in **Section 7**;
 - 1.7.2. Charities registered for Giveall Payroll Giving (only) are **NOT** required to pay a Subscription Fee.
- 1.8. Subscription by a Charity is not a prerequisite for any donor or employee making a donation to any Charity. Giveall's principle of Treat Customers Fairly ("TCF") requires us to enable all donors and employees to make donations to any Charity.
 - 1.8.1. Should a donation take place under these circumstances **through the Merchant Platform**, i.e. using a Credit or Debit Card, then:-
 - 1.8.1.1. The donor is advised that:-
 - 1.8.1.1.1. where the Charity is not a Giveall Subscriber, Giveall will advise the Charity that they are holding the funds on trust for the selected Charity; and,
 - 1.8.1.1.2. the funds will only become available to the Charity on the Charity subscribing and completing the due diligence process and complying with the Anti-Money Laundering Regulations; and,
 - 1.8.1.1.3. should the Charity not subscribe within ninety (90) days, following the receipt of the donation, then the donor will be given the opportunity to nominate an alternative Charity.
 - 1.8.1.2. Giveall will advise the Charity that:-
 - 1.8.1.2.1. a donation has been received by Giveall and that it is held in trust subject to the Charity concluding a Subscription with Giveall within the ninety (90) period from receipt of the donation; and,
 - 1.8.1.2.2. should the Charity not conclude a Subscription with Giveall within ninety (90) days, following the receipt of the donation, then the donor will be given the opportunity to nominate an alternative Charity.
 - 1.8.2. Should a donation take place under these circumstances **through Giveall Payroll Giving**:-
 - 1.8.2.1. Giveall will advise the Charity that:-
 - 1.8.2.1.1. a donation has been received by Giveall through the Giveall Payroll Giving Platform and that it has transferred Cleared Funds into the Charity's designated Charity Trust Account, see Clause 7.1 below, held in the Giveall Barclays IFS banking platform subject to the Charity registering as a Giveall Subscriber or as a Charity registered for Giveall Payroll Giving (only) with Giveall within a thirty five (35)* day period from receipt of the donation.

*The period of time will increase to sixty days (60) if the charity nominated by an employee has had no payments made to them in the previous 12 month period;
 - 1.8.2.1.2. the funds will become available to the Charity, commission-free, once the Charity completes their registration for the purposes of Giveall Payroll Giving (only), and completing the due diligence process and complying with the Anti-Money Laundering Regulations within thirty five days (35).

*The period of time will increase to sixty days (60) if the charity nominated by an employee has had no payments made to them in the previous 12 month period; and,

Giveall2Charity E-fundraising Terms of Service for Fundraisers and Donors

December 02, 2015
Ver.2.07

PLEASE READ THESE TERMS OF SERVICE CAREFULLY - WE RECOMMEND THAT YOU CONSULT WITH YOUR LEGAL ADVISOR OR ACCOUNTANT SHOULD YOU NEED ANY CLARIFICATION

- 1.8.2.1.3. Should a Charity fail to register, complete the due diligence process and comply with the Anti-Money-Laundering Regulations within thirty five (35) days:
 - 1.8.2.1.3.1. the Charity will be unable to access and draw the funds from the Charity's designated Charity Trust Account, held in the Giveall Barclays IFS banking platform; and,
 - 1.8.2.1.3.2. Giveall will advise the relevant authorities in terms of the Anti-Money-Laundering Regulations.
- 1.9. Your registration with the Giveall Services will not (amongst other things) be complete until you have completed all of the Registration Requirements. Further information on the registration process can be located by clicking [here](#).
- 1.10. Once you have successfully completed your registration with Giveall you will be deemed to be a 'Member', and your membership shall continue for an indefinite period, subject to termination in accordance with Clause 8.12.
- 1.11. As a registered user of Giveall, you are required to record your opt-in or opt-out provisions under the Data Protection Act. These can be updated at any time via your account profile.
- 1.12. Where you have opted-in to receive additional services from Giveall, these will be provided to you through Giveall Services Limited and through our Giveall Affiliates.

Section 2 – Payment of your Donation and/or Event Fees

2. Your Donation and/or Event Fees

- 2.1. Please note that the charity you are donating or paying Event fees to will use your donation or payment at their discretion, but in accordance with their Charitable Objects Clause. We do not monitor or control the charities' activities.
- 2.2. When you donate to a charity using the Giveall Services and wish to increase your donation using Gift Aid, you will be required to confirm that you are a UK Taxpayer and are eligible under the Gift Aid rules.
- 2.3. Should you Gift Aid a donation, we will institute a claim, on behalf of the charity, to HMRC. It is your responsibility to ascertain whether you qualify for Gift Aid entitlement. If you have any doubts we strongly recommend you seek advice from your own adviser(s) or HMRC. Click [here](#) to review the Gift Aid rules as provided by HMRC.
- 2.4. All payments are to be made by credit or debit card. **Please note that we do not accept payment by cash or cheques.**
- 2.5. The details of any donation or Event fee payment will be displayed to you on the Giveall website before it is processed. If you wish to correct any error you can do this by following the on-screen directions before proceeding.
- 2.6. As soon as you confirm to us that you wish to proceed with your donation or Event fee payment we will process the transaction by requesting funds from your credit or debit card provider. Once your credit or debit card provider approves the transaction we will proceed to the next stage.
- 2.7. Once we receive funds from your credit or debit card provider and subject to clearance by Barclays Bank PLC, we will make sure that they are allocated, within the Merchant Client Trust Account, to the selected charity.
- 2.8. We can only accept responsibility to you for a donation or Event fee payment reaching the charity once we have received the funds from your credit or debit card provider and the funds have been cleared through the Merchant Client Trust Account. It is your credit or debit card provider's responsibility to make sure that the funds reach us.

Section 3 – Refund of Charity Event Fees

3. Our Event Fee refund policy is as follows:-

- 3.1. Any request for a refund of an Event fee will be forwarded by Giveall to the Charity Event Organiser and the Charity, who bear any responsibility for it.

Section 4 – Terms of Service of The Merchant Charity Trust Account By Giveall

4. Terms of Service of The Merchant Charity Trust Account By Giveall

- 4.1. Once the funds have been processed by the independent Payment Services Provider (“PSP”) all donations are transferred into a designated Merchant Charity Trust Account, for the benefit of the Charity.
- 4.2. It should be noted that since Giveall does not charge any transaction fees, Giveall cannot assume the risk of any Chargeback costs. Accordingly, Giveall will not release any funds until they are cleared.
- 4.3. Subject to Clause 4.6 below, the funds shall remain in the interest bearing Merchant Charity Trust Account for forty-nine (49) days (“the Designated Period”), until the risk of any Chargeback costs has passed and the funds are cleared for release into the individual Charity’s designated Charity Trust Account.
- 4.4. Interest earned on the Merchant Charity Trust Account shall accrue to the benefit of all Charities. This interest, after all unrecovered Chargeback costs have been paid and deducted from any interest earned, will be paid across to all Charities quarterly in arrears. The interest will be credited to each Charity’s Giveall bank account.
- 4.5. All bank charges, howsoever arising, including Chargeback costs, interchange fees, credit and debit card and Direct Debit fees, on receipt of funds by us, or on transfer of funds out of the Charity’s designated Charity Trust Account to the Charity or any designated third parties, if any, are for the Charity’s account.
- 4.6. Giveall is always seeking ways to reduce the costs of processing charitable donations and thereby increase the return to Charities. Therefore, Giveall reserves the right to operate a cost/interest Offset Arrangement with any Settlement Bank whereby any Settlement Fees are offset against interest earned on the Merchant Charity Trust Account. The Offset Arrangement will operate on the basis that the Charity will receive 100% of the benefit of such Offset Arrangement.

Section 5 – Summarised Terms of Service of the Giveall Payroll Giving Service for Employers and Employees

5. Terms of Service of The Payroll Giving Account By Giveall (A HMRC approved and registered Payroll Giving Agent)

- 5.1. The Employer shall sign up to Payroll Giving with Giveall; and,
- 5.2. The Employee shall authorise the Employer to make a pre-tax deduction from their regular (weekly, monthly, etc.) salary run for processing and payment, by the Giveall Payroll Giving Service, into the Charity Trust Account and the Giveall Individual Donor Account; and
- 5.3. Once Payroll Giving has been processed, all salary deductions (donations and any matching amounts paid by the Employer) are transferred by your Employer into a designated Giveall Payroll Giving Account, for the benefit of the Charity; and,
- 5.4. Within the next two (2) working days, following receipt of the cleared funds from the Employer, Giveall will process the funds and allocate these directly into the designated Barclays Giveall Bank Accounts for the respective Charities and individual Donors.

Giveall2Charity E-fundraising Terms of Service for Fundraisers and Donors

December 02, 2015
Ver.2.07

PLEASE READ THESE TERMS OF SERVICE CAREFULLY - WE RECOMMEND THAT YOU CONSULT
WITH YOUR LEGAL ADVISOR OR ACCOUNTANT SHOULD YOU NEED ANY CLARIFICATION

Section 6 - Transfer of amounts to Charities

6. Transfer of amounts due to the Charity

6.1. Payroll Giving

On a daily basis, once the cleared funds have been received from the employer, see Clause 5.4 above, Giveall will transfer Cleared Funds into the Charity's designated Charity Trust Account.

6.2. Donations:

On a weekly basis, once the donated funds have been cleared, see Clause 4.3 above, Giveall will transfer Cleared Funds into the Charity's designated Charity Trust Account.

6.3. Gift Aid – where appropriate:

Upon receipt from HMRC, Giveall will transfer cleared Gift Aid funds into the Charity's designated Charity Trust Account on a monthly basis.

6.4. Cleared Funds, comprise those funds which have:-

6.4.1. Accrued to and been received by us.

For example, where a Fundraiser has not yet completed an event and we are required to hold such funds until the event has taken place, then such funds shall be held in trust for the benefit of the donor until such time as the event has taken place. All funds held on trust will not accrue to the Charity until the event has taken place. Should the event not take place then we shall refund the funds/donation, if so instructed by the donor, to the donor and no funds will accrue to the Charity.

6.4.2. Been held in our Merchant Charity Trust Account for the Designated Period and have been released for transfer into the Charity's designated Charity Trust Account.

Section 7 – Fees payable

7. The following fees are payable:

Fees Payable for the use of the Giveall Services				
Item	Donors & Fundraisers	Small Charity ⁽¹⁾	Large Charity ⁽²⁾	Charity registered for Giveall Payroll Giving (only) ⁽³⁾
Registration	N/A	N/A	N/A	N/A
Subscription Fee ⁽⁴⁾	N/A	£1 p.a. plus VAT	£20 p.m. plus VAT	N/A
Transaction Fees	N/A	Zero	Zero	N/A
Charity Event Fees	N/A	0.4% plus VAT	0.4% plus VAT	N/A
Payroll Giving	N/A	Zero	Zero	Zero
Payroll Giving Promotion ⁽⁵⁾	N/A	FOC	FOC	N/A

Fees Payable for the use of the Payment Services Provider ("PSP")				
Item	Donors & Fundraisers	Small Charity ⁽¹⁾	Large Charity ⁽²⁾	Charity registered for Giveall Payroll Giving (only) ⁽³⁾
Bank Interchange Fees	N/A	As published – FTTT ⁽⁶⁾	As published – FTTT ⁽⁶⁾	N/A
Bank Charges - Faster Payment Fees ⁽⁷⁾	N/A	£1.00 per Faster Payment	£1.00 per Faster Payment	£1.00 per Faster Payment

Giveall2Charity E-fundraising Terms of Service for Fundraisers and Donors

December 02, 2015
Ver.2.07

PLEASE READ THESE TERMS OF SERVICE CAREFULLY - WE RECOMMEND THAT YOU CONSULT WITH YOUR LEGAL ADVISOR OR ACCOUNTANT SHOULD YOU NEED ANY CLARIFICATION

Direct Debit Bureau	N/A	TBA ⁽⁸⁾	TBA ⁽⁸⁾	N/A
Transaction Fees	N/A	Zero	Zero	Zero

NOTES:

- (1) A Small Charity is one, which has an annual turnover of less than £10,000.
- (2) A Large Charity is one, which has an annual turnover of £10,000 and more.
- (3) Charity registered for Giveall Payroll Giving (only) is one, where the Charity only registers for the Giveall Payroll Giving Service.
- (4) Subscription fees are payable monthly in advance and are set to cover the costs of operating the platform for the benefit of all charities and non-profits.
- (5) Payroll Giving Promotion of Charities to employers and employees is provided Free of Charge ("FOC") to all Giveall Subscribers, with the exception of Charities registered for Giveall Payroll Giving (only) who do not pay Subscription Fees.
- (6) FTTT means From Time to Time. Interchange fees are reviewed by MasterCard and Visa on a regular basis and can change. Any changes will lead to a change in the fees charged.
- (7) Faster Payment Fees are exempt from VAT.
- (8) TBA means To Be Advised in due course.

Section 8 - General Provisions Relating to the Agreement

Section 8 contains provisions of general application to the agreement, including details of how we will use your information, our right of set-off, and the law applicable to the relationship between us.

8. Our respective Obligations

8.1. GIVEALL will:

- 8.1.1. Provide you with access to a secure, password-protected user account ("the User Account") accessible through the Giveall website. Details of the systems required for accessing the User Account, and the User Account's functionality, are available on the Giveall website.
- 8.1.2. Provide the Giveall Services so that fundraisers can create sponsorship/fundraising pages and donors can make online donations and payments for Event fees by credit or debit card specifically for the Charity on the Giveall website, or otherwise through a Giveall controlled website.
- 8.1.3. For a donation or Event fee to be attributable to a charity by a donor/fundraiser, the donor/fundraiser must have selected a charity as the recipient charity on the GIVEALL website.
- 8.1.4. As operator of the Giveall website, act as an intermediary between charities and the individual users of the Giveall Services. Giveall does not take responsibility for any user-generated content or information displayed on the Giveall website. If Giveall has knowledge of any unlawful or offensive activity or information on the Giveall website, Giveall shall remove or disable access to this information.
- 8.1.5. Through our Payment Services Provider ("PSP") process online donations and Event fee payments and Electronic Fund Transfers ("EFT's");
- 8.1.6. Notify the sender that any cheques or cash received will be returned, due to the costs of processing, to the sender. Giveall is an electronic platform and does not handle cash or cheques.
- 8.1.7. Where appropriate, offer all donors the option of utilising Gift Aid when making donations.
- 8.1.8. Donors are responsible at all times for accurately informing and updating Giveall as to their respective Tax status and the Charity's entitlement, if any, to claim Gift Aid. Giveall is not responsible for the use of inaccurate or out of date information provided by any donor.
- 8.1.9. Respect personal details provided by fundraisers and donors In Terms of the Data Protection Act 1998.

Giveall2Charity E-fundraising Terms of Service for Fundraisers and Donors

December 02, 2015
Ver.2.07

PLEASE READ THESE TERMS OF SERVICE CAREFULLY - WE RECOMMEND THAT YOU CONSULT WITH YOUR LEGAL ADVISOR OR ACCOUNTANT SHOULD YOU NEED ANY CLARIFICATION

- 8.1.10. Where a donor or fundraiser has chosen to allow us to pass on their personal data to charities, we will do so and the charities will be obliged to use that data strictly for the purposes and in the manner consented to by the donor or fundraiser.
- 8.1.11. Only share data as provided for in our Privacy Policy. In particular, where you have elected to add Gift Aid to your donation, we will pass on your details to charities to allow them to administer your fundraising and donating activities and to Giveall Services Ltd as part of the Giveall Services that we provide to all users.
- 8.1.12. Provide such additional services from time to time.
- 8.1.13. Amend, reduce or delete any such service in its sole discretion.

8.2. Confidentiality of your information

- 8.2.1. Information of a sensitive and confidential nature that you provide to us and we retain about you will not be disclosed to anyone other than:
 - 8.2.1.1. to our bankers in relation to any Giveall Services, as limited to receipt and payment or transfer information;
 - 8.2.1.2. to our wholly owned subsidiary, Giveall Services Limited, and our Giveall Affiliates to enable the delivery of Giveall Services.
 - 8.2.1.3. where we are legally required to disclose or have a public duty to disclose;
 - 8.2.1.4. where the disclosure is made with your consent; or
 - 8.2.1.5. where the information is already in the public domain other than as a result of us breaching our confidentiality commitments to you.

8.3. Your Obligations as The Fundraiser and/or Donor:-

- 8.3.1. While you are free to use the Giveall branding and logo in your fundraising materials you undertake not to modify or alter the same and to comply with our [Branding Guidelines](#).
- 8.3.2. Building a personal fundraising page in aid of a charity in no way implies our or the charity's endorsement of your fundraising activity.

Some charities disapprove of, and do not wish to be involved in, dangerous sports or unusual challenges. If you are unsure we advise you check that your chosen activity is acceptable with the charity first. We reserve the right to cancel your personal fundraising page at the request of the charity or at our own discretion.
- 8.3.3. You must ensure that the content you have posted for display within the Giveall website, including any links to other websites and the content of such linked websites, will not be in violation of any law or regulation or be defamatory, obscene or breach any intellectual property rights of a third party or breach any right of, or duty owed to, a third party. In addition, You agree that the content posted by you will not:
 - 8.3.3.1. contain surveys, raffles, lotteries, contests, pyramid schemes, advertisements or chain letters; and,
 - 8.3.3.2. contain software viruses or any other computer code, files or programs designed to affect the use of any computer software or hardware or telecommunications equipment.
- 8.3.4. You accept that you will not actively edit the Giveall website but we reserve the right to remove or edit any content posted.
- 8.3.5. If you notice any content that breaks these conduct rules, please notify us by clicking [here](#).
- 8.3.6. Other than on your own personal fundraising page, you must not remove or change anything on the GIVEALL website.

Giveall2Charity E-fundraising Terms of Service for Fundraisers and Donors

December 02, 2015
Ver.2.07

PLEASE READ THESE TERMS OF SERVICE CAREFULLY - WE RECOMMEND THAT YOU CONSULT WITH YOUR LEGAL ADVISOR OR ACCOUNTANT SHOULD YOU NEED ANY CLARIFICATION

8.3.7. You must NOT:-

- 8.3.7.1. Impersonate someone else or pretend to be associated with something when you are not.
- 8.3.7.2. Violate, plagiarise, or infringe the rights of third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights.
- 8.3.7.3. Use the Giveall website to send junk emails or 'spam' to people who do not want to receive email from you.

8.3.8. You undertake to:

- 8.3.8.1. Obtain the appropriate permission if you use someone else's material or image.
- 8.3.8.2. Maintain and update your User Account details and content loaded onto the Giveall website.
- 8.3.8.3. Be responsible for your own internal password security control and for all use of the User Account.
- 8.3.8.4. Keep your password secret.

If any of your login details are lost, stolen, misused, used without authorisation, or you believe that they may have become known to another person, you must immediately follow the procedures outlined on the Login Page so that we can issue you with new login details.

There may be times when our online services are temporarily unavailable. This most regularly occurs because of planned maintenance. We may also suspend your access to the online services if we suspect that your security or log-in details are being misused. We will try to inform you in advance of any such suspension arising either through a general notice on our website or in an e-mail or call to you (as is appropriate), but this may not always be practicable.

- 8.3.8.5. Accept the provision of electronic communications and service of Notice.
- 8.3.8.6. Agree to submit materials, which are your own original work.
- 8.3.8.7. Honour the legally binding contract, which arises between you and the relevant Charity and/or Event Organiser on collection of an Event fee by Giveall.
- 8.3.8.8. Notify your card provider if you become aware of fraudulent use of your card, or if it is lost or stolen.

8.3.9. By the submission of any trade mark, intellectual property, text, pictures or any file, the Fundraiser hereby grants to Giveall and Giveall Services Limited and any Giveall Affiliate a non-exclusive licence to use its Trademark, images and all other materials (including associated intellectual property rights) solely in connection with the Website, its operation and any associated operation of Giveall Services Limited and the Giveall Affiliates for any other connected commercial or charitable activities whatsoever.

The licence shall terminate automatically on expiry or termination of the terms of the Fundraiser membership but shall continue to cover all trademarks, intellectual property, text or any file and all other materials (including associated intellectual property rights) previously submitted to Giveall.

8.4. Unauthorised transactions

- 8.4.1. You should immediately check all email confirmations of your donations for correctness.
- 8.4.2. To help Giveall prevent fraud, you must tell your card issuer and Giveall immediately if you do not recognise any transaction shown on your card statement.
- 8.4.3. You will be responsible for unauthorised transactions where you (or anyone authorised by you) act fraudulently, with intent, or carelessly.

Giveall2Charity E-fundraising Terms of Service for Fundraisers and Donors

December 02, 2015
Ver.2.07

PLEASE READ THESE TERMS OF SERVICE CAREFULLY - WE RECOMMEND THAT YOU CONSULT WITH YOUR LEGAL ADVISOR OR ACCOUNTANT SHOULD YOU NEED ANY CLARIFICATION

8.4.4. You may have rights against your card issuer to have funds repaid to you if incorrect or unauthorised use is made of your credit or debit card – please contact them for details.

8.5. Regular donations - Terms of Service Applicable only to Regular Donations:-

8.5.1. Only where you set up a regular donation to a charity will these Terms of Service, as contained in this Clause 8.5 apply to successive donations made through the Giveall website.

8.5.2. Where you do set up a regular donation you will be scheduling a series of donations to be made on the day of the month that you choose until further notice and you agree that these Terms of Service will apply to each of the donations in that series with the addition of the other provisions set out in this Clause 8.5.

8.5.3. By confirming that you wish to proceed with a regular donation you authorise us to request funds from your credit or debit card provider on the day of the month you set.

8.5.4. After setting up a regular donation, you may cancel the regular donation up until 15:00 hours on the business day before the next donation is due through your online account. This will cancel all future regular donations through your online account.

8.5.5. For further information on the use of your online account, please visit the Help section of the Giveall website.

8.5.6. There may be circumstances that require us to vary these Terms of Service and/or the General Terms of Service (so far as they refer to your regular payments), in which case we will contact you by e-mail if you have ongoing regular donations set up. The revised provisions will not come into effect in relation to regular payments that you have already set up until two months after we inform you of the variation. You will be deemed to have accepted a variation unless you tell us otherwise before it comes into effect. If you do not wish to accept a variation, you may cancel your regular donations in advance of the variation coming into effect.

8.6. Supply of Affiliate Services

8.6.1. Your attention is drawn to the fact that each Affiliate has separate Terms of Conditions or Terms of Service, which apply to the provision of their Affiliate Services. To receive the Affiliate Services, you must accept their Terms of Conditions or Terms of Service.

8.7. Links from this site to other sites

8.7.1. Please be aware that our site may provide access to other web sites by linking to them. We are not responsible for the data policies (including data protection and cookies), content or security of these linked web sites.

8.8. Sharing and Use of Content and Information

8.8.1. All information and materials (including designs, text, graphics and their selection and arrangement) on this website are the copyright of Giveall or our content providers.

8.8.2. No information or material on this website may be copied, reproduced or downloaded without our express written permission.

8.8.3. While you own all of the content and information you post on the Giveall website; In order for Giveall to use certain types of content and provide you with the Giveall Services, you agree to the following:

8.8.3.1. For content that is covered by intellectual property rights, like photos and videos ("IP content"), you specifically grant Giveall a non-exclusive, royalty-free, worldwide licence (which we could transfer or sub-licence to our wholly owned subsidiary – Giveall Services Ltd and/or the Giveall Affiliates) to use any IP content that you post on or in connection with the Giveall website - ("IP Licence"); and,

8.8.3.2. The licence shall terminate automatically on expiry or termination of your membership, but shall continue to cover all trademarks, intellectual property, text or any file and all other

Giveall2Charity E-fundraising Terms of Service for Fundraisers and Donors

December 02, 2015
Ver.2.07

PLEASE READ THESE TERMS OF SERVICE CAREFULLY - WE RECOMMEND THAT YOU CONSULT WITH YOUR LEGAL ADVISOR OR ACCOUNTANT SHOULD YOU NEED ANY CLARIFICATION

materials (including associated intellectual property rights) previously submitted to and used by Giveall.

- 8.8.4. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).

8.9. Service interruptions and failures

- 8.9.1. Occasionally, the Payment Services may be interrupted or caused to fail by abnormal and unforeseeable circumstances beyond our control, or where we need to act in a particular way to comply with the law. We will not be responsible to you for the consequences of such events where they were unavoidable despite all our efforts to the contrary.

8.10. Redress

- 8.10.1. If Giveall does not follow the TCF Principle of Treating Customers Fairly, or if you think Giveall has made a mistake, please contact Giveall by clicking [here](#).
- 8.10.2. All complaints will be investigated and, if necessary, actions will be taken to put matters right as quickly as we can. Where appropriate, steps will also be taken to prevent a recurrence. However, if you remain dissatisfied and would like further information about the process for resolving complaints, please obtain a copy of the Giveall complaints procedure by clicking [here](#).

8.11. Communications

- 8.11.1. These Terms of Service are issued and concluded in English. Communications between us will be in English and will generally be conducted by e-mail, phone or letter using the most recent details that you have provided to us, or by a message posted to your Charity Account.
- 8.11.2. If you wish to contact Giveall, please click [here](#) or write to our registered address recorded at the end of these Terms of Service.
- 8.11.3. A complete copy of these Terms of Service can be downloaded by clicking [here](#).

8.12. Disclaimer and limitation of liability

- 8.12.1. Nothing contained in these Terms of Service excludes or limits Giveall's liability for fraud, or for death or personal injury arising from its negligence or that of its employees, agents or subcontractors, or for any other liability that cannot be lawfully excluded. In no event will we be responsible for indirect losses which arise from the main loss or damage, and which are not foreseeable by you and us (such as loss of profits or loss of opportunity).
- 8.12.2. Subject to Clause 8.10., all reasonable care will be taken by Giveall but you use the Giveall website at your own risk and Giveall is not liable for loss or damage that you may suffer through use of the Giveall website.

8.13. Failure to comply with these Terms of Service

- 8.13.1. If you break these Terms of Service we reserve the right, at our sole discretion, with or without notice to:-
- 8.13.1.1. delete any content; and,
 - 8.13.1.2. terminate your registration; and
 - 8.13.1.3. prohibit you from using all or part of the Giveall Service.

8.14. Termination

- 8.14.1. The Fundraiser/Donor may discontinue use of the Giveall Services and terminate their registration at any time by following the instructions contained on the User's Account.
- 8.14.2. Giveall may discontinue your use of the Giveall Services and terminate your registration in terms of Clause 8.13 or on at least 2 months' written notice.

Giveall2Charity E-fundraising Terms of Service for Fundraisers and Donors

December 02, 2015
Ver.2.07

PLEASE READ THESE TERMS OF SERVICE CAREFULLY - WE RECOMMEND THAT YOU CONSULT WITH YOUR LEGAL ADVISOR OR ACCOUNTANT SHOULD YOU NEED ANY CLARIFICATION

8.14.3. Giveall reserves the right to withdraw the Giveall website and the associated Giveall Services from public access at any time, at its complete discretion to enable essential maintenance or upgrade work to be carried out in terms of Clause 8.15.

8.15. Suspension of the Giveall Services

8.15.1. We will make every effort to ensure that the website and the Giveall Service are available continuously, but we reserve the right to change, suspend or discontinue all or any part at any time with or without notice. We cannot guarantee uninterrupted access to the website and we do not guarantee its operation or availability.

8.16. Amendments

8.16.1. Giveall reserves the right to amend these Terms of Service and any changes will be posted on the GIVEALL website. You will be deemed to have accepted any such amendment by your continued use of the website. If you do not wish to accept any amendments that we propose, you may terminate your registration immediately in accordance with Clause 8.12. It is the Charity's responsibility to keep itself apprised of website updates and changes to these Terms of Service.

8.17. Governing law

8.17.1. These Terms of Service and any non-contractual obligations arising in connection with them are governed by English Law and the parties submit to the non-exclusive jurisdiction of the English courts.

Giveall2Charity

A Company Limited by Guarantee - Company No: 7075425

A registered UK Charity No: 1132982

Registered under the Data Protection Act No: Z2021067

Registered Office: Bank House, 81 St. Judes Road, Englefield Green, Egham, TW20 0DF