Giveall2Charity | Consolidated Terms of Service

Version 0.6.11 | 16 November 2026 |

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1. Who we are and what these Terms cover

1.1 Giveall2Charity Limited (registered charity number 1132982; company number 07075425), trading as Giveall ("Giveall", "we" or "us"), is the charity operating the platform and the principal recipient of ordinary charitable donations made through its donation arrangements. Giveall is also the Payroll Giving Agency under its separate HMRC-approved arrangements. References to other Giveall group companies do not make them contracting parties unless expressly identified in a separate agreement. Giveall Services Limited (company number 7016307) is the wholly owned trading subsidiary of Giveall that provides the:

1.1.1. vatable subscription services to charities;

1.1.2. platform hosting services.

1.2 These Terms apply, as relevant, to donors, fundraisers, participating charities and other eligible non-profit organisations, employers, employees and users of the Giveall platform. The legal treatment of ordinary donations, Payroll Giving deductions and charity banking or trust-account balances differs as expressly described below and in the applicable separate agreements.

1.3 These Terms do not replace any separate agreement between a user and a regulated bank or independent payment service provider (PSP), such as PayPal. Where those terms apply, the identity of the provider, service and applicable charges will be disclosed before use.

1.4 The policies and service documents identified in Schedule A are separately accessible through Giveall's Policies and Documents page and apply to the relevant activities and users. The extent to which a policy forms part of a binding contract depends on its express incorporation, availability, applicable version, and mandatory law. Material contractual changes will be notified and accepted where legally required; statutory references mean the applicable legislation as amended or replaced from time to time.

2. Registration, eligibility and account security

2.1 Users must provide accurate information, act with appropriate authority for an organisation, and keep contact and account information current. Age and capacity requirements apply where legally relevant; any different rules for individual donors or payroll participants must be specified at registration.

2.2 Giveall will request identity, charity-registration, anti-money-laundering, sanctions and other due-diligence information to the extent appropriate to the service and its legal obligations. We will explain the purpose of material requests and handle personal data under the Privacy Policy.

2.3 Users must safeguard account credentials and promptly report suspected misuse. Giveall may temporarily restrict access where reasonably necessary for security, legal compliance or protection of charity funds, subject to appropriate notice where lawful.

2.4 Charity due diligence and authorised representatives. Before withdrawals or other restricted services are enabled, a charity shall supply current evidence of its legal and charitable status, registered address and verified bank account, together with identity, address and organisational authority evidence for its two designated payment authorisers. Giveall may request further or updated evidence where required by applicable law, regulatory guidance, banking arrangements or proportionate risk assessment. Any revised requirements will be communicated through the registration and KYC procedures.

3. Donations, charitable purposes and restricted funds

3.1. An ordinary charitable donation made through Giveall's donation service is a donation to Giveall2Charity as legal and beneficial owner, to be applied in furtherance of its charitable purposes and applicable law. A donor may nominate a preferred eligible beneficiary charity or charitable project. Such a nomination expresses the donor's preference; it does not, by itself, constitute a direct donation to that nominated organisation, appoint Giveall as the donor's payment agent or give that organisation immediate ownership of the donated sum.

3.2. Giveall2Charity independently considers and authorises grants to eligible nominated charities or charitable purposes following appropriate eligibility, due-diligence and other checks. Giveall will take donor nominations into account, but may decline a nomination or select another lawful charitable application where the nominated recipient is ineligible, unavailable or otherwise cannot properly receive a grant.

3.3. Any binding restriction on an ordinary donation must be expressly accepted by Giveall before or at the point of donation. Where the nominated purpose or recipient cannot be fulfilled, Giveall will act in accordance with the accepted restriction, applicable charity law and any available lawful alternative. Consultation with or repayment to the donor will be undertaken where legally required and practicable; no unconditional right of refund is created by this clause. The checkout and fundraising journeys must accurately explain the applicable treatment.

3.4. **Ordinary donations received by Giveall2Charity as principal must be distinguished from:**

3.4.1. Payroll Giving funds received and distributed under the statutory Payroll Giving Agency arrangements; and,

3.4.2. money legally held for participating charities under separate Barclays banking, client-trust or other documented arrangements.

Neither the grant-making model nor this clause determines legal title to those distinct balances. Reporting, grant decisions and charity-account reconciliation are provided as applicable to the service and its governing arrangements.

3.5. Giveall does not currently itself process Gift Aid claims for participating charities. Giveall provides downloadable donation reports available to charities for their records and, where legally permissible, to support Gift Aid claims. Whether a charity is entitled to claim Gift Aid on a particular donation depends on the legal recipient of that donation, the applicable HMRC rules and the actual transaction structure.

3.6. Nominations where a charity is not registered. Giveall shall notify a nominated charity of the relevant donation or payment and the registration and verification steps needed before funds can lawfully be made available. For ordinary donations where the nominated charity has not completed registration within 90 days of receipt, Giveall may invite the donor to nominate an alternative eligible charity; any subsequent application remains subject to clause 3 and accepted restrictions. Payroll Giving remittances and balances held for another party remain subject to their separate statutory, banking and trust requirements, including clauses 5 and 7.10; the 90-day ordinary-donation procedure does not extend statutory Payroll Giving deadlines or transfer legal ownership.

4. Charity registration and subscriptions

4.1 A verified charity may use a Small Charity account with a free subscription. Its withdrawal facility is limited to transfers to its own verified external bank account. A charity may upgrade to a paid account to access further Giveall services, including authorised payments to third parties, subject to the published tariff and applicable verification and payment controls. Historical Small Charity and Large Charity turnover categories do not determine eligibility.

4.2 Current service fees are set out in the following tables and on the authoritative Our Fees webpage. The applicable fee, payer, VAT treatment and third-party deductions must be disclosed before the relevant commitment. If the published schedule changes, contractual notice and acceptance requirements under clause 13 apply.

Service / account	Giveall fee	Status / qualification
Small Charity registration	£0	No subscription required
Ordinary donations — Giveall commission	£0	No Giveall commission payable. See Section 6.3 Provider tariff - 1.4% plus £0.20 for UK cards
Payroll Giving — Giveall administration	£0	Zero cost processing
Fundraising-page creation	£5 + VAT	Payable by donor/fundraiser
Upgraded charity subscription	£20 per month + VAT	Payable by the charity
Payroll Giving promotion	Price on application	Payable by the employer/company
Giveall/Barclays dormant-account bank charge	£20.00 per calendar month (NO VAT)	All dormant participating charity accounts after six months without qualifying activity, regardless of balance; subject to authority and notice; no overdraft; see clause 7.10

4.3 Where funds cannot be released pending registration or due diligence, Giveall will explain the applicable process and the handling of funds, subject to legal restrictions. Time limits will not override trust obligations or statutory requirements.

4.4 Subscription and event-fee refunds. Unless otherwise agreed or required by law, paid subscription charges are calculated by calendar month and no automatic pro-rata refund arises for a part-month. The applicable commencement, renewal, cancellation and refund arrangements must be disclosed before subscription. Refund requests for third-party charity events shall be considered in accordance with the event's published conditions, applicable consumer rights and clause 6.11; no term excludes mandatory refund rights.

4.5 Event-fee refunds. Requests for refunds of fees paid to attend or participate in a charity event will ordinarily be referred promptly to the relevant event organiser and charity, which are responsible for determining the request under their published event conditions and applicable law. Giveall will facilitate any refund or

payment reversal for which it or its payment processor is responsible; nothing excludes mandatory consumer or payment rights.

5. Payroll Giving — employers and employees

5.1 Giveall acts as an HMRC-approved Payroll Giving Agency under a separate statutory and contractual framework. Payroll Giving deductions are not ordinary donations received by Giveall as principal under clause 3. Employers are responsible for authorised payroll deductions and correct remittance information, subject to the applicable approved employer agreement and scheme requirements.

5.2 Employees and eligible pension recipients authorise deductions under the Payroll Giving arrangements. Giveall administers and distributes cleared Payroll Giving remittances to eligible charities in accordance with applicable legislation, agreements, donor instructions and compliance checks. Giveall's normal service target is to distribute funds within two working days after receipt and reconciliation of cleared funds against a complete and accurate employer payroll file. This service target does not replace the applicable statutory distribution periods. Subject to the statutory conditions, the period is:

5.2.1. 35 days where, on receipt of funds, the agency knows the employer's and nominated charity's identities and has paid that charity within the preceding 12 months;

5.2.2. otherwise, the period is generally 60 days, calculated from receipt of funds or, where later and permitted by the regulations, notification of the charity's identity.

Giveall will address mismatches, incomplete instructions, ineligible recipients, legal holds and banking interruptions promptly and in accordance with statutory deadlines, including any applicable reporting obligations to HMRC where deadlines are missed.

5.3 Giveall does not charge employees or charities an administration fee for its core Payroll Giving processing. Optional employer-funded promotional or other separately agreed services may carry the fees disclosed before commitment.

5.4 The existing Payroll Giving contract and scheme documentation prevail for operational matters where legally required.

5.5 **Employee registration and instructions**.

Every employee or eligible pension recipient participating in Giveall Payroll Giving must register as a donor with Giveall, provide the required personal and contact information, identify the nominated charity or charities and record the authorised deduction amount. The participant must keep these details current and notify the employer and Giveall, as applicable, of changes or cancellation in accordance with the payroll mandate and scheme procedures.

6. Payment services, banking and transaction charges

6.1 Barclays Bank PLC provides banking facilities under its applicable contractual arrangements. Independent payment-service providers may provide merchant acquiring, Direct Debit, Faster Payments or other regulated services where expressly identified.

6.2 Payment authorisation, execution, errors, unauthorised transactions, refunds and chargebacks are governed by applicable law and the relevant provider terms. Nothing in these Terms removes non-excludable statutory rights.

6.3 Before a relevant transaction or service commitment, Giveall shall disclose the applicable fees, payer, calculation basis and any third-party charges through the authoritative Our Fees page and the transaction journey. The table below reflects the current tariff and third-party processing rates.

Payment / transaction	Fee or basis	Status / qualification
Faster Payment withdrawal — All Charity accounts	£5 per withdrawal; no VAT	Payable by the charity
Third-party card/PSP processing	**UK card tariff** - 1.4% plus £0.20 for UK cards **Foreign card tariff** – varies based upon location and type of card.	Deducted by the Service Provider. Giveall receives the net payment.
Business charity accounts — setup	Staff £0; Employer £20 + VAT; Company £20 + VAT	Payable by the employer/company
Business charity accounts — monthly	Staff £5 + VAT; Employer £20 + VAT; Company £20 + VAT	Payable by the employer/company
Giveall/Barclays dormant-account bank charge	£20.00 per calendar month (NO VAT)	All dormant participating charity accounts after six months without qualifying activity, regardless of balance; subject to authority and notice; no overdraft; see clause 7.10

6.4 Giveall will maintain records sufficient to explain transaction flows and charges, while withholding internal security-sensitive information where lawful and proportionate.

6.5 Faster Payment withdrawals from all charity accounts are subject to the £5.00 bank charge with no VAT.

6.6 **Merchant card processing and cleared funds**.

Where Giveall makes card or other merchant-payment facilities available through an independent payment service provider (PSP), receipt of a payment instruction, card authorisation or provisional PSP settlement does not of itself mean that the relevant funds are finally cleared and available for release. 'Cleared Funds' means amounts actually received and reconciled, net of applicable PSP deductions, which Giveall is permitted to release under the relevant provider, banking and contractual arrangements, taking account of refunds, disputes, chargebacks, reserves and lawful holds.

6.7 **Chargebacks, reversals and refunds**.

All merchants using card-processing services are bound by the chargeback, refund, dispute and fraud rules of their contracted payment processor and applicable card schemes. Those rules may permit the processor, issuing bank or card scheme to reverse a disputed or fraudulent card transaction, including after initial authorisation, settlement or release of funds. Giveall may withhold or defer the corresponding amount, investigate the dispute, supply supporting evidence and arrange a refund or reversal where required by applicable law, scheme rules or the relevant PSP agreement. The 49-day holding period in clause 6.9 is a risk-control measure and does not eliminate the possibility of a later valid chargeback.

6.8 **Allocation of merchant-processing costs**.

To the extent expressly disclosed, contractually authorised and legally recoverable, the participating charity or relevant fundraising project shall bear the applicable merchant acquiring and processing charges, chargeback and refund amounts, chargeback administration costs and other direct bank or PSP charges attributable to its transactions. Giveall shall not represent a third-party PSP fee as a Giveall commission. Giveall shall provide reasonable transaction-level accounting and shall not impose an undisclosed or unauthorised charge.

6.9 **Merchant settlement, 49-day holding period and release**.

Giveall applies a mandatory holding period of 49 calendar days to merchant card transactions, calculated from the date of the original card transaction and not from the date on which Giveall receives cleared funds from the merchant payment processor. Funds received through the merchant card-processing service are held under the applicable designated merchant settlement or Merchant Project Trust Account arrangements. Following expiry of the 49-day period, funds may become eligible for release only after receipt and satisfactory reconciliation of the relevant cleared PSP settlement and subject to the applicable legal

ownership of the funds, banking and PSP agreements, any accepted donation restrictions, charity law, and any applicable chargeback, refund, reserve, fraud investigation or other lawful restriction. Expiry of the holding period does not confer an unconditional right of withdrawal. The original card transaction date, the expiry of the 49-day holding period and the actual release date shall be recorded or made available in the relevant merchant service documentation and transaction records. Cleared merchant settlements are released weekly on Friday after the 49-day holding period, or on the next bank working day where Friday is a bank holiday, provided the funds are cleared, reconciled and otherwise eligible for release. The holding period is intended to mitigate the risk of disputed or fraudulent card payments, including possible collusion, but is not a guarantee against fraud or chargebacks; applicable payment-processor chargeback rights may continue after funds are released.

6.10 **Post-release disputes and recovery**.

Where a chargeback, refund or reversal is validly imposed after funds have been released, Giveall may seek reimbursement or apply a lawful set-off against funds otherwise payable to the same party only to the extent authorised by the applicable agreement and law. Giveall shall not appropriate funds beneficially owned by another charity, or unrelated restricted funds, without valid legal authority. Disputed amounts and recovery steps shall be documented and notified where lawful.

6.11 **Fundraising events and conditional payments**.

Where an event fee, appeal or donation is expressly conditional on an event or purpose occurring, any refund or release of funds shall follow the terms accepted at the point of payment, the organiser's and recipient's respective responsibilities, any binding restriction and applicable law. Requests concerning an event organised by a third party may be referred to the event organiser and charity, without excluding Giveall's or the PSP's own legal responsibilities.

6.12 **Reconciliation, timing and precedence.**

Giveall shall maintain appropriate records of the gross payment, PSP deductions, settlement date, 49-day holding period, any hold or reserve, chargeback or refund and the net amount released. The 49-day merchant holding policy and its calculation and release procedures shall be explained in the service-specific documentation and must not be confused with the separate statutory Payroll Giving distribution arrangements under clause 5. No separate merchant-account interest distribution entitlement arises under these Terms. Any interest arising under the relevant banking arrangements is addressed, where applicable, by the Cash Management provisions in clause 7 and the governing agreements. Where mandatory law, a binding restriction or applicable PSP/bank term governs a transaction, that requirement prevails over an inconsistent operational description in these Terms.

6.13 **Payment errors and unauthorised transactions**.

A user who identifies an incorrect, missing, duplicated or unauthorised payment must notify Giveall promptly through its published contact or dispute procedure and, where applicable, notify the account-servicing bank or payment provider directly. Giveall will record and investigate the report, cooperate with Barclays and the relevant PSP, seek to trace or correct an incorrectly executed payment and communicate the outcome. Responsibility for repayment, correction, interest, charges, applicable notification deadlines and any liability for fraud or gross negligence is determined by the payment service actually supplied, the binding provider agreement and mandatory law; Giveall does not assume a PSP’s statutory obligations solely by facilitating access to its service. Nothing limits non-excludable rights or a claim for which Giveall is legally responsible.

6.14 **Transaction information and statements**.

Participating charities may review available transaction details, settlements, deductions and account statements through their authorised secure Giveall or banking account facilities and download or print records where the relevant service supports that function. Paper statements are not ordinarily provided. Users should promptly report missing access, discrepancies or suspected unauthorised activity so that records can be investigated and corrected where appropriate.

7. Cash Management Programme — Income, Operating Costs and Annual Surplus

7.1 Since its launch in 2013, Giveall has operated its proprietary Cash Management Programme in conjunction with Barclays Bank PLC. Income generated by that Programme (Cash Management Income) includes interest paid by Barclays on funds held within the applicable banking arrangements. For the purposes of this clause, such interest forms part of Cash Management Income and is not a separate source of income or a separately distributable amount.

7.2 Subject to applicable charity agreements, banking and trust arrangements and law, Giveall shall apply Cash Management Income arising from the 2027 calendar year onwards towards reasonable and properly attributable platform Operating Costs and accumulated operating deficits before calculating any surplus payable to Eligible Charities. Management confirms that the 2026 interest allocation and distribution will proceed under the pre-existing arrangements; this clause does not retrospectively change 2026 entitlements. Donation principal, restricted charitable funds and balances legally held for participating charities remain distinct from Cash Management Income and are not appropriated to meet Giveall's operating costs.

7.3 Historically, amounts allocated to Eligible Charities under the Cash Management Programme were distributed annually in arrears in December. Under the revised arrangements, Barclays interest forms part of the single Cash Management Income stream and does not create a separate entitlement to distribution of gross interest merely because it has accrued. The annual surplus is calculated and paid under clauses 7.6–7.11. No retrospective change extinguishes a right already accrued or vested that cannot lawfully be varied.

7.4 Cash Management Income shall be accounted for as one income stream, including all interest received or accrued from Barclays under the Programme. Other operating receipts, including charity subscriptions and service charges, shall be recognised separately in the operating-cost reconciliation to ensure that costs funded or recovered from those receipts are not deducted again when determining the distributable Cash Management surplus. The same receipt or cost shall not be counted twice.

7.5 Eligible Charities means participating charities eligible for a Cash Management distribution, excluding those that have validly opted out. Their respective shares of any distributable surplus are calculated by reference to eligible daily balances using a consistently applied Daily Balance Apportionment Method. The operative methodology, treatment of opt-outs, calculation period, corrections and worked examples must be approved and made available to participating charities before the revised 2027 scheme takes effect.

7.6 For each calendar year from 1 January to 31 December, Giveall shall determine Cash Management Income and reasonable, properly attributable Operating Costs using the accrual basis of accounting, consistently applied. Operating Costs may include website hosting and domain fees; software maintenance and licences; direct staffing and associated employer costs for IT, administration and Payroll Giving; Barclays banking platform and processing fees; insurance; consumables and communications; cybersecurity and regulatory compliance; accounting, audit and professional fees; disaster recovery; depreciation and amortisation; and reasonably allocated platform overheads. Shared costs shall be allocated on a documented and consistent basis.

7.7 The annual reconciliation shall take account of other operating income available to meet Operating Costs, including subscription and service-charge income, so that Operating Costs are recovered only once. Recoverable VAT, unrelated expenditure and duplicate charges shall not reduce the surplus. Giveall shall retain appropriate accounting records supporting the income, expenditure, allocations and reconciliation.

7.8 Where the annual reconciliation produces an operating deficit, the unabsorbed deficit shall be carried forward and recovered before any distributable surplus arises in a subsequent calendar year. Any remaining deficit may be carried forward to later years until recovered, using consistently applied and documented accounting policies.

7.9 Any positive balance of Cash Management Income remaining after the properly calculated and reconciled Operating Costs and accumulated deficits have been taken into account shall constitute the Distributable Cash Management Surplus. Subject to the minimum-entitlement rule in clause 7.10.1, Eligible Charities shall

have an entitlement to their respective shares of that surplus, calculated using Giveall's Daily Balance Apportionment Method; payment shall not be at Giveall's absolute discretion. Where there is no positive balance, no surplus distribution shall be payable for that year.

7.10 Minimum entitlement, Giveall/Barclays dormant-account bank charges and closure

7.10.1 For Cash Management accounting periods beginning on or after 1 January 2027, an individual allocation calculated under clause 7.9 shall give rise to a distribution entitlement only if it exceeds £10.00. An allocation of £10.00 or less shall not vest in the relevant charity and shall be retained by Giveall2Charity for application to its charitable purposes, subject to applicable law and the governing banking, trust and contractual arrangements. This rule does not extinguish or retrospectively vary any entitlement accrued before its effective date.

7.10.2 For the purposes of this clause, a Giveall Online Charity Bank Account shall be classified as dormant in either of the following circumstances:

7.10.2.1. **Inactivity**: a registered participating charity has undertaken no qualifying customer-initiated transaction or instruction for six consecutive calendar months; or

7.10.2.2. **Failure to register and complete KYC**: Giveall has opened and activated a Barclays Virtual Account Management (VAM) bank account following its receipt of the first Payroll Giving donation nominated for a charity, but that charity has not completed Giveall registration and supplied the required Know Your Customer (KYC) information and documentation within six calendar months after Giveall received that first donation.

7.10.2.3. For paragraph 7.10.2.2, the VAM bank account is open and may continue to receive and be credited with Payroll Giving donations, but the charity shall not be permitted to access or withdraw funds until registration and all applicable KYC and verification requirements have been satisfied. Giveall shall continue to notify the charity whenever a Payroll Giving donation is received for it in accordance with its established notification procedures. Subsequent Payroll Giving receipts, internal postings and charges do not constitute qualifying customer-initiated activity and do not restart the six-month period under paragraph 7.10.2.2. Once the six-month period expires without completion of registration and KYC, the account shall be classified as dormant for the purposes of the £20 monthly bank charge under clause 7.10.3, subject to the authority, notice and other safeguards in that clause. Upon satisfactory completion of registration and KYC, dormancy under paragraph 7.10.2.2 shall cease, without prejudice to paragraph 7.10.2.1. Giveall shall document the first receipt date, the registration/KYC status, notification history and any charge applied.

7.10.3 The Giveall/Barclays dormant-account bank charge is £20.00 per calendar month and applies consistently to all participating charity accounts classified as dormant under clause 7.10.2, irrespective of account balance or the £10.00 minimum distribution-entitlement threshold. The charge shall be levied only where authorised by the applicable account and banking arrangements and applicable law, following any required notice and acceptance. Giveall shall give appropriate advance notice of the charge, its commencement, options for account reactivation or recovery of the balance, and the potential closure process. Any funds protected by trust or other legal restrictions may be charged only where valid authority permits.

7.10.4 For an account with a positive balance, the amount deducted in any month shall not exceed that balance; no charge shall cause an overdraft, debt or negative balance. If a charge would otherwise exceed the balance, only the remaining positive balance may be deducted, provided this is legally authorised. Subject to Barclays' requirements and applicable law, an account may be closed once its balance has lawfully reached zero. Accounts with a zero balance may be closed under the applicable account arrangements. No transfer cost or uneconomic balance alone creates authority to appropriate funds.

7.10.5 The Giveall/Barclays dormant-account bank charge shall be accounted for in accordance with the actual contractual allocation of the charge between Giveall and Barclays. Any portion lawfully received and retained by Giveall shall be recognised and treated appropriately in the reconciliation under clause 7.7 so that the same costs are not recovered twice; sums retained by Barclays shall not be represented as Giveall income.

Any remaining funds legally owned by another charity shall be dealt with only under that charity's instructions or other lawful authority.

7.10.6 The Trustees shall approve and periodically review the dormancy, notification, charging and closure procedure. Giveall shall retain auditable records of qualifying activity, notices, legal and contractual authority, deductions, the recipient of charges, closures and application of funds. The charge is described as a bank charge; its VAT treatment must follow the actual nature of the supply and applicable tax law, not its description alone. This clause does not override mandatory law, existing trust obligations or accrued rights.

7.11 Following completion and approval of the annual financial statements, Giveall shall distribute the Distributable Cash Management Surplus for a calendar year to Eligible Charities by 30 April of the following calendar year. If the statements cannot reasonably be completed and approved by that date, Giveall shall notify affected Eligible Charities of the reason for delay and the revised anticipated payment date. Such delay shall not extinguish an accrued entitlement. The revised distribution timetable shall operate prospectively and shall not retrospectively prejudice accrued rights.

8. Fundraisers, content and intellectual property

8.1 Users must not publish unlawful, fraudulent, misleading or infringing fundraising content. Before a fundraising page is published, Giveall shall present clear, accessible fundraising guidance explaining the identity of the appeal organiser; the intended purpose and any target; whether a named charity is involved and the nature of that involvement; donation routes and deductions; and how funds are treated if the appeal target is not reached, is exceeded or the original purpose fails. The content and acknowledgement mechanism must be aligned with the current Code of Fundraising Practice and the donation-and-grant model in clause 3.

8.2 Users grant Giveall a non-exclusive, worldwide, royalty-free licence lasting for the period necessary to operate, display, host, back up, promote and document the relevant fundraising content, and thereafter only as required for lawful archival, compliance or legitimate records purposes.

8.3 A charity's name, logo and trademarks remain its property. Use beyond the display reasonably necessary to provide the requested service or comply with law requires appropriate permission, must follow notified branding guidelines and must cease when permission or the relevant service ends, subject to lawful record retention.

8.4 Any sublicensing must be limited to hosting, payment, technology and service providers acting to deliver the service, with suitable contractual protections. No user grants Giveall ownership of uploaded content.

8.5 **Fundraiser conduct and safeguards**.

Users must not impersonate another person or organisation, misrepresent charity authority, send unsolicited bulk messages, upload malicious code, publish unlawful raffles, lotteries or misleading promotions, infringe third-party rights, or post defamatory, obscene or otherwise unlawful content. Fundraisers must obtain permissions for third-party images and materials, keep fundraising information accurate, comply with relevant event and charity restrictions, and report suspected misuse. Giveall may remove offending material or suspend a page proportionately and subject to applicable law.

8.6 **No implied endorsement**.

Creating or displaying a fundraising page does not imply endorsement, approval or sponsorship of the fundraiser or activity by Giveall or a nominated charity. Fundraisers must obtain any necessary charity permission before representing otherwise, especially for potentially hazardous or unusual events, and must comply with the applicable Branding Guidelines.

9. Data protection, confidentiality and security

9.1 Giveall will process personal data as explained in the authoritative Privacy Policy. The policy will identify the relevant controllers, purposes, lawful bases, recipients, retention criteria, rights, contact details and any international transfers.

9.2 Giveall currently understands that it does not provide services in which it processes personal data on behalf of a participating organisation as its processor. Giveall generally determines the purposes and means of its own processing in connection with its charitable, platform and Payroll Giving functions, subject to an activity-specific UK GDPR roles assessment. If a future service involves processing on documented instructions for another controller, the parties shall execute an appropriate UK GDPR Article 28 Data Processing Agreement before that processing begins. The prospective DPA template is available for information but does not automatically apply to existing services.

9.3 Giveall will maintain appropriate technical and organisational measures. No clause prevents individuals from exercising statutory data rights; sensitive security configurations may be withheld where a lawful exemption or restriction applies.

10. Financial crime, sanctions and ethical conduct

10.1 Users must comply with applicable anti-money-laundering, sanctions, anti-bribery, fraud-prevention and other financial-crime requirements relevant to their activities.

10.2 Giveall may delay or refuse a transaction or service where required by law, sanctions screening, reasonable fraud concerns or instructions from an authorised provider or regulator, with notification to the extent lawful.

10.3 The relevant Policies and Documents entries provide additional operational information but do not override applicable law.

11. Liability and remedies

11.1 Each party is responsible for its own breach of contract, negligence, fraud and other liability to the extent established under applicable law. Nothing excludes liability that cannot lawfully be excluded, including fraud or fraudulent misrepresentation or death or personal injury caused by negligence.

11.2 Charity payment instructions are subject to layered authorisation controls. Under the current workflow a charity administrator may initiate but cannot solely authorise payment instructions; two charity authorisers approve, including one independent of the administrator, followed by separate Giveall personnel actions through Barclays systems. Barclays may change its banking platforms, authentication and submission processes. Giveall may adopt equivalent or stronger controls as required by provider or security changes, provided appropriate segregation of duties and applicable obligations are maintained. No description of controls excludes liability for negligence, errors, unauthorised transactions or other non-excludable duties.

11.3 A charity will have access to a documented process for reporting disputed transactions, reconciliation discrepancies, data incidents and alleged misuse of its intellectual property.

11.4 A reported payment dispute shall be investigated on its merits with Barclays and any relevant regulated provider, as appropriate. No party is deemed automatically responsible, or automatically exempt, solely because fraud, hacking or collusion is alleged. Applicable statutory rights, provider agreements, proven fault and causation govern the outcome.

12. Complaints, suspension and termination

12.1 Users may complain using the published Complaints Policy and applicable regulator or ombudsman routes where available. A service-specific complaint route will be identified for payment services provided by a third party.

12.2 Giveall may suspend access for material breach, security risk, suspected unlawful conduct or regulatory requirement, acting proportionately and giving notice where appropriate and lawful.

12.3 Users may terminate services subject to accrued obligations and the separate rules for subscriptions, payroll mandates and payment instructions. Termination does not extinguish obligations concerning funds held, completed transactions, statutory records, confidentiality or rights already accrued.

12.4 Upon suspension or termination, Giveall will apply ordinary donations already received by it as principal in accordance with its charitable purposes, any binding restrictions and charity law. Payroll Giving funds and balances held under separate charity banking or trust arrangements will instead be dealt with according to their own legal and contractual requirements, including applicable safeguarding, return, transfer and reconciliation obligations. Termination does not alter the legal ownership of any such funds.

12.5 **Termination procedure**.

A user may discontinue a donor or fundraiser account through the account controls or by contacting Giveall. Charity subscriptions, payment services and Payroll Giving mandates may be cancelled through their respective published or separately agreed procedures; cancellation of a payroll mandate must also be communicated to the employer where required. Giveall may terminate a service for material breach, unlawful conduct, security risk or regulatory necessity with appropriate notice where lawful, or otherwise on at least two months' written notice unless a binding service agreement or mandatory law provides a different period. Accrued fees, pending transactions, chargebacks, lawful holds, account reconciliation and funds held for third parties survive termination to the extent applicable.

13. Changes to these Terms and notices

13.1 These Terms apply to a user where they have been validly brought to that user's attention and accepted under applicable contract law. Giveall should record the version, date and affirmative acceptance at registration or at the relevant service commitment.

13.2 Where law or the existing contract requires express consent, Giveall will obtain it before the change binds the relevant party.

13.3 Users who do not accept a material change may end affected services where permitted, subject to outstanding payments, trust duties and any applicable notice period. Urgent changes required by law or security may take effect sooner with appropriate explanation.

13.4 Formal notices should be sent using the Contact Us page.

13.5 Giveall will give appropriate advance notice of material changes and obtain affirmative consent where required by law or the existing agreement. Urgent changes required by law or security may take effect as legally permitted.

14. Governing law and contact information

14.1 These Terms are governed by the law of England and Wales, subject to mandatory legal rights and any applicable provider-specific rules.

14.2 Contact Giveall through the current Contact Us page and the registered address published in Registered Details.

Schedule A — Linked Policies and Service Documents

We're supported by a whole series of policies, legal compliance documentation and Terms of Service. This makes sure that we operate fairly, properly and safely. If you'd like to read more, here they are:

Abusive behaviour	Linking policy
Accessibility policy	Modern Slavery Act 2015
Blogs, Forums, Discussion Boards and Fundraising Pages	Payroll Giving Contract and scheme documentation
Branding Guidelines	Privacy policy
Bribery policy	Reasonable Endeavours policy
Complaints policy	Records management, retention and disposal policy
Copyright, disclaimer and licencing	Responsibility for Availability of Content - Disclaimer
Customer feedback	Sanctions
Data Breach and Incident Response Policy	Security policy
Data Protection and Data Processing Agreement	Service access
Data Protection policy	Social Responsibility
Digital Millennium Copyright Act - ('DMCA') Policy	Sustainability
Diversity strategy	Tax Evasion Standard
Email Disclaimer	Terms of Service
Environmental policy	Terrorism and Money Laundering Regulations
Fees and Charges Schedule	Third Parties
General Acceptance policy	Treat Customers Fairly

Schedule B — Fundraising-platform disclosures

- Giveall shall provide fundraisers with good-practice guidance before publication of fundraising pages, with the guidance visibly accessible and an appropriate record of acknowledgement where legally or operationally required.
- Donor-facing journeys shall explain that ordinary donations are received by Giveall2Charity as principal and that nominated beneficiary charities are proposed recipients of independent charitable grants, subject to checks and any accepted restrictions.
- Fundraising pages shall identify the organiser, intended charitable purpose, target (if any), charity involvement, payment methods, fees and deductions, and treatment of shortfalls, excess funds or failed purposes.
- Giveall shall maintain clear pre-payment fee disclosures and a complaints route.

Schedule C — Illustrative Cash Management allocation

Illustration only: 2027 Cash Management Income £100,000; attributable Operating Costs £55,000; other operating income applied against those costs £15,000; prior accumulated deficit £10,000. Net recoverable costs £40,000, leaving £60,000 before prior deficit and £50,000 distributable surplus. This assumes no other adjustments and is not a statement of Giveall's actual finances.

Eligible charity	Illustrative eligible daily-balance share	Illustrative allocation
Charity A	50%	£25,000
Charity B	30%	£15,000
Charity C	20%	£10,000
Total	100%	£50,000

Method illustration: for each eligible charity, sum its eligible closing balances for each day in the calendar year; divide by the sum of eligible daily balances for all participating charities; multiply by the approved distributable surplus. Opt-outs, negative balances, corrections, eligibility dates and other edge cases require an approved operative methodology. This schedule is explanatory only and creates no independent entitlement.