

Charity Extra

Terms and Conditions

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## Terms and Conditions

These Terms and Conditions describe how Charity Extra works and what Charity Extra does to support you the the charites you fund. References to "you" or "your" refer to a donor, whether individual or corporate.

The Glossary at the end of these terms and conditions explains the defined terms used.

References to charityextra and charityextra.com are generic and include all associated services.

### 1. Background

The Charityextra experts consult, strategise, and create a bespoke plan for the charity to follow, guiding them to reach their targets.

CharityExtra provide guidance on social media, and email marketing, as well as operations room and call centre management. Templates and customised scripts are shared with volunteers, guiding them to success.

Information about our fees can be obtained by contacting [info@charityextra.com](mailto:info@charityextra.com).

### 2. Gift Aid

If you have declared that your donations are eligible donations under the HM Revenue & Customs ("HMRC") Gift Aid scheme, CharityExtra will make a claim for basic rate tax from HMRC as permitted by law.

You are responsible for verifying whether or not and the extent to which your donations are eligible under the HMRC Gift Aid Scheme.

Claiming tax or tax deductions using someone else's taxpayer information is against the law.

### 3. Valid Causes:

The website allows you to donate to and raise funds for any charity listed on the website. Every charity featured has an agreement with charityextra.com authorising charityextra.com to collect donations on its behalf. Charities are listed on this website at charityextra.com discretion; however, we are not

responsible for the activities of any charity. A charity must have the appropriate authorisation, permit or licence to operate as a charity, as required by the local laws of the territory in which it operates.

Charity Extra will only work with registered charities. Any charity that wishes to fundraise using our platform must be registered via the charity commission or the equivalent government controlling authorising charities, Checks will be performed to verify, as well as companies House.

#### **4. Donations**

Once a donation is made it can only be refunded by directly contacting the charity to whom it has been directed.

Charityextra will process your donation via the payment method used at the time of donating.

Subject to applicable local laws donations will be refunded for any reason.

If for some reason we are unable to transfer the funds to the charity to which you donated, we will return your donation via the payment method from which you made the donation. If we are unable to return your donation via the payment method you used, your donation will be sent to another charity, subject to the deduction of applicable transaction and payment processing fees.

#### **5. Authorisation**

Every charity featured on the Charityextra website has an agreement for Charityextra to collect donations on their behalf. Charities are listed at charityextra's discretion; however, charityextra is not responsible for the activities of any Cause. A charity must have the appropriate authorisation, permit or licence to operate as a charity, as required by the local laws of the territory in which it operates.

Charity Extra will only work with registered charities. Any charity that wishes to fundraise using our platform must be registered via the charity commission or the equivalent government controlling authorising charities, Checks will be performed to verify, as well as companies House.

Unless unauthorised use of your payment card or other payment method is proved then the donation is final and not disputable.

#### **6. Unauthorised donations**

charityextra.com will never email or phone you and ask you to provide all of your payment details.

If you become aware of fraudulent use of your card or other payment method, or if your card is lost or stolen, you should contact the provider of that payment method for assistance.

#### **7. Protecting your account**

You are responsible for maintaining the confidentiality of your password to your account. This will help ensure unauthorised access and prevent others obtaining personal information.

If you become aware of any unauthorised use of your account, we recommend that you change your password immediately and call our helpdesk on the telephone number set out on the contact us page.

#### **8. Privacy**

charityextra.com's Privacy Policy forms part of these terms. By agreeing to these terms, you also give your consent to the way we handle your personal information under that Policy.

## 9. User conduct

- Use of the website must be done so in a responsible and legal manner and ensure that the content provided does not breach any intellectual property rights of a third party or breach any right or duty owed to a third party.
- Offensive, obscene, racist, defamatory, misleading, or deceptive content, including photographs, must not be uploaded onto the Website or its associated services.
- When building a fundraising page on charityextra.com, you must ensure that any information you provide to the public is accurate and not misleading. You must ensure that all content on your page is your original work and/or you have the right and/or licence necessary to upload it and it is not copyright-protected. charityextra.com reserves the right to remove any pictures, photographs, videos or copy from personal fundraising or charityextra.com Crowdfunding pages at its sole discretion and without notice if their copyright status is in any doubt.
- By submitting and posting content to the website, you grant to charityextra.com a perpetual, irrevocable, worldwide, royalty-free and nonexclusive license to use, modify, reproduce, publish, broadcast, display and distribute the content in any format, using any medium, for the purpose of promoting charityextra.com, charity, or for any other purpose that we deem appropriate.
- You must not fake your identity or association with any individual or organisation.
- In accordance with Data Protection Laws, you must not use the Website to send email or "spam" to people who do not wish to receive email from you.
- You must not use the Website to conduct, display or forward surveys, pyramid schemes or chain letters.
- You must not use the Website to conduct, display or forward raffles, lotteries or contests.
- You must not interfere with, or disrupt, the service or services or networks connected to the service and introduce any computer virus (including any variant or similar malicious code or instructions) to the charityextra.com systems.
- You must not attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of the site or any other web site.
- You must not disclose any information relating to any donor except with the consent of the donor or as permitted by applicable local laws.
- charityextra.com reserves the right to cancel your access and delete any charityextra.com page without notice in the event you fail to follow any of the above rules.
- charityextra.com may suspend or delete a charityextra.com page if the relevant charity is no longer receiving donations via charityextra.com or is no longer active.
- Building a charityextra.com page in aid of a charity in no way implies charityextra.com's or the Cause's endorsement of your fundraising activity. Prior to commencing a fundraising activity, It is your responsibility to ensure that the benefitting Cause has no objection to the nature of the proposed activity.

- charityextra.com reserves the right, at its absolute discretion and without notice, to cancel your personal fundraising page at the request of the Cause if the Cause, in its absolute discretion, deems your fundraising activity inappropriate or unnecessarily dangerous.

#### **10. Links**

Charityextra may provide links to other web sites. If you use these links, you will leave the Site. We do not control or make any representations about those websites, or any information or product or materials you may find there. You access the web site and links from the Site, entirely at your own risk and you will be subject to the terms of use applicable to such linked web sites.

#### **11. Partner Services**

charityextra.com may from time to time select partners offering relevant information and services that we believe will enhance the Website. Whilst we will do our best to select reputable partners of, we are not responsible for any of the information or services offered by them, and if you choose to use their services, you do so at your own risk.

#### **12. Content Rights and Trade Marks**

All copyright and other rights (including, without limitation, intellectual property rights) in and to the Site and the material on the Site are owned by us or are included with the permission of the owner of the rights. You may not use, copy, adapt, modify, sell, license, distribute, transmit, display, publish or create works derived from the Site or the material or any part thereof without our prior written consent (except as permitted under applicable law). Charityextra is our registered trade mark and there may be other trade marks, names and logos on the Site which belong to us or group companies. You do not have any license or right to use any of them.

#### **13. Disclaimer and Limitation of Liability**

Charityextra services and all information, content, materials, products (including software) and other services included on or otherwise made available to you through Charityextra are provided by on an "as is" and "as available" basis, unless otherwise specified in writing. Charityextra makes no representations or warranties of any kind, express or implied, as to the operation of the services, or the information, content, materials, products (including software) or other services included on or otherwise made available to you through the amazon services, unless otherwise specified in writing. You expressly agree that your use of the amazon services is at your sole risk.

To the full extent permissible by law, Charityextra disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Charityextra does not warrant the services, information, content, materials, products (including software) or other services included on or otherwise made available to you through the website, Charityextra's servers or electronic communications sent from Charityextra are free of viruses or other harmful components. To the full extent permissible by law, Charityextra will not be liable for any damages of any kind arising from the use of any amazon service, or from any information, content, materials, products (including software) or other services included on or otherwise made available to you through any Charityextra service, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing.

During these periods, the Website and its associated services may not be available for use. In exceptional circumstances, the Website and associated services may also become unavailable at other times.

If found liable, charityextra.com shall only be liable under these Terms for direct losses which are reasonably foreseeable and caused by charityextra.com's uncured material breach of these Terms or charityextra.com's negligence. charityextra.com's total liability to you arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the total sum of the donations you have made using the Website in the preceding 12-month period, ending on the date the circumstances giving rise to charityextra.com's liability arose.

In no event shall charityextra.com be liable for losses relating to any business of yours or lost or corrupt data, loss of profits, loss of contracts, loss of business opportunity, loss of sales, loss of revenue, loss of goodwill, loss of any software or data, loss of bargain, loss of opportunity, loss of use of computer equipment, loss of or waste of management or other staff time, even if charityextra.com has been advised of the possibility of such damages. You expressly agree to the allocation of risk set forth herein.

Nothing in these Terms excludes any statutory rights which may apply to your use of the Website and associated services which cannot be excluded, restricted or modified by contract.

#### **14. Third party rights**

A person who is not a party to these Terms has no right to enforce any term of these Terms.

#### **15. TERMS FOR USERS IN ALL COUNTRIES OTHER THAN THE UNITED STATES**

These additional terms apply and will prevail where you access the Website or associated services anywhere in the world other than the United States, except where expressly indicated otherwise.

The local charityextra.com entity and the company who provides the service to you is Giving More Online Limited.

##### **15.1 UK Tax Payers only: Gift Aid and tax**

When you (i) donate to a charity and certain Community Amateur Sports Clubs ("CASCs") on the Website or its associated services, (ii) confirm that you are a UK taxpayer in accordance with the requirements of the Gift Aid scheme as they apply from time to time and (iii) elect to have the charity reclaim Gift Aid under the UK government's Gift Aid scheme.

In consideration of using the Website and associated services, we may ask for a voluntary gratuity from the donor, which is distinct from the donation to the charity. All Donations are also subject to third party payment processing fees which are paid by the receiving charity. Subscription fees also apply to member charities in the UK for additional services.

##### **15.2 Governing law; Dispute resolution**

These Terms and any contractual or non-contractual dispute arising out of or in connection with your use of the Website or the associated services are governed by English law.

The parties agree to submit all unresolved disputes between them to arbitration administered by the International Centre for Dispute Resolution ("ICDR") and governed by the ICDR Arbitration Rules ("ICDR Rules") then in effect, except that either party may seek injunctive relief for infringement of intellectual property rights or other proprietary rights in court. For all arbitrated matters, one (1) arbitrator will be appointed under the ICDR Rules, and the locale of arbitration will be London, England, unless the parties mutually agree to another locale before appointment of the arbitrator.

## **16. TERMS FOR USERS IN THE UNITED STATES**

These additional terms apply and will prevail where you access the Website or associated services in the United States, or you are donating to a campaign that benefits a U.S. 501(c)(3) tax-exempt charity.

### **16.1 Intellectual Property Complaints**

Charityextra.com respects the intellectual property rights of others and requires those that visit the Website do the same. If you believe that your work has been used on the Platform in any manner that constitutes infringement, please notify us at [info@charityextra.com](mailto:info@charityextra.com). The notice should include the following information:

- An electronic or physical signature of a person authorised to act on behalf of the owner of the copyright allegedly infringed;
- A description of the work you claim has been infringed, including a copy of the work or the web page address where the work may be found;
- Identification of the location on the Website of the material you claim has been infringed, or the link or reference to another website that contains the material you claim has been infringed;
- Your name, address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use of the material at issue is not authorised by the owner, the agent of the owner or the law; and
- A statement by you that the information in this notification is accurate and a statement, under penalty of perjury, that you are the owner of the material allegedly infringed or authorised to act on the owner's behalf.

### **16.2 No Class Action**

You and Charityextra.com agree that any proceedings to resolve or litigate any dispute will be conducted solely on an individual basis, and that neither you nor Charityextra.com will seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which you or Charityextra.com acts or proposes to act in a representative capacity. you and charityextra.com further agree that no proceeding will be joined, consolidated, or combined with another proceeding without the prior written consent of you, Charityextra.com, and all parties to any such proceeding. These terms and any dispute arising out of or in connection with your use of the website or the associated services are governed by, and shall be construed in accordance with, the laws of the state of New York, without giving effect to its conflicts of law provisions.

### **16.3 Users under 18**

It is a condition of use of the Website that fundraising may only be conducted by users over the age of 18.

Persons under the age of 18 may create crowdfunding pages using our Website only with parental consent and supervision. The supervision requirements are as follows:

- Children under the age of 18 using charityextra.com services or creating a fundraising page must do so under the direct supervision of an adult.

- If you have any concerns whatsoever about a child's use of our services, please notify us immediately by emailing us at [info@charityextra.com](mailto:info@charityextra.com).

### **17. Additional Terms for charityextra.com Crowdfunding Page Creators**

If you create a charityextra.com Crowdfunding page on the Website the following terms, in addition to the Terms of Service, will apply to your dealings with charityextra.com in relation to the relevant charityextra.com Crowdfunding page and your use of the Website and associated services. To the extent there is any conflict between these additional terms and the core Terms, these additional terms will prevail.

#### **17.1 Donations**

charityextra.com will:

- Operate the Website so that donors can make online donations by credit or debit card via Stripe, or by another payment method available on the Website, through your charityextra.com Crowdfunding page;
- Implement and maintain industry standard safeguards designed to protect against unauthorised access or use of (i) donors' credit and debit card information, and other financial information associated with other payment types.

#### **17.2 Support and Donation Acknowledgements**

charityextra.com will respond by email as appropriate to donors' and fundraisers' enquiries received by charityextra.com, in accordance with the Contact Us page on the Website.

#### **17.3 Personal Information**

charityextra.com will collect personal information from donors including but not limited to the donor's name, title, address and email address ("Personal Information") at all times in accordance with applicable laws, including the EU General Data Protection Regulation and the UK Data Protection Act 2018 ("Privacy Laws") and protect and secure such information.

#### **17.4 Compliance**

You and charityextra.com will comply with all applicable laws.

#### **17.5 Intermediary**

Charityextra.com does not review or exercise any editorial control over the content of information on your charityextra.com Crowdfunding page. If charityextra.com is made aware of or has knowledge of any unlawful activity or information on the Website or associated services, charityextra.com shall act to remove or disable access to the information. charityextra.com shall not be liable to you or the charityextra.com Crowdfunding page as a result of its role hosting your charityextra.com Crowdfunding page on the Website.

## 17.6 Charityextra.com Crowdfunding Creator Obligations

It is charityextra.com policy that all crowdfunding campaigns must serve a purpose that benefits the public good. charityextra.com retains the unrestricted ability to reject or terminate a campaign in its sole discretion when charityextra.com believes the burdens of continuing a campaign are not in its best interest. In rejecting or terminating a campaign, charityextra.com is not passing judgment on the worthiness of the campaign or its cause, but rather exercising its prerogative to avoid any controversy that could potentially injure its reputation. You agree that:

- Where applicable, you shall ensure that any person or organisation for which you have created a charityextra.com Crowdfunding page agrees to you raising funding on its behalf for the purposes and in the manner set out on your charityextra.com Crowdfunding page;
- If your use of the Website and/or associated services results in access to any Personal Information you shall: (i) at all times assist with the responsibilities of charityextra.com, as a data controller responsible for determining how the Personal Information is processed under the provisions of the Privacy Laws; (ii) not do, or cause or permit to be done, anything which may result in a breach by charityextra.com of the Privacy Laws and comply with all reasonable instructions from charityextra.com relating to the processing by you and/or the charityextra.com Crowdfunding page of such Personal Information; (iii) comply with the Privacy Laws in respect of your and/or the charityextra.com Crowdfunding page's collection, use, disclosure or processing of the Personal Information; (iv) abide by the lawful instructions of all data subjects in respect of the Personal Information and not do anything to compromise the security of such information; (v) not sell, trade or rent Personal Information to third parties; (vi) hold the Personal Information securely and not disclose it to anyone other than charityextra.com, as agreed to by the data subject and/or as permitted by Privacy Laws; (vii) implement adequate administrative, technical and physical safeguards against all unauthorised, unlawful or accidental access, processing, use, erasure, loss or destruction of, or damage to, Personal Information in accordance with Privacy Laws, and abide by charityextra.com reasonable requirements to ensure the security of the Personal Information as notified to you from time to time; (viii) use Personal Information appropriately and only for the specific purposes as notified to you from time to time, including by way of the applicable privacy policy available on charityextra.com Website; (ix) only communicate with donors where they have agreed to receive further communications from you and/or the charityextra.com Crowdfunding page, and only to the extent that they have indicated their preference to do so (for example in relation to communications for a specific fundraising event only); (x) not retain any Personal Information for longer than is necessary; and (xi) to the extent legally permissible, you shall indemnify and hold harmless charityextra.com, its successors and assigns, from and against all losses, costs and other damage caused by your and/or the charityextra.com Crowdfunding page's breach of this paragraph; and
- You shall maintain any necessary authority, permit, licence, consent, approval and registration for you to fundraise (and, where applicable, for charityextra.com to fundraise on your behalf) in accordance with applicable laws and if charityextra.com needs any such authority, permit, licence, consent, approval or registration for it to fundraise on behalf of the charityextra.com Crowdfunding page then you will, at no cost to charityextra.com, provide all such assistance as charityextra.com reasonably requires to assist charityextra.com with the same. You agree that you shall inform charityextra.com immediately if, for any reason, you and/or the charityextra.com Crowdfunding page cease(s) to maintain the necessary authority, permit, licence, consent, approval and/or registration to operate the fundraising activities in relation to the charityextra.com Crowdfunding page in accordance with applicable local laws.

- By building a charityextra.com Crowdfunding page you represent, warrant and undertake to charityextra.com and the users of the Website that: o each time you use the Website or associated services, and in particular when you create a charityextra.com Crowdfunding page, you will comply with charityextra.com's guidelines that apply to charityextra.com Crowdfunding pages at that time; o you will ensure all donations provided to the charityextra.com Crowdfunding page will be used for the purposes set out on your charityextra.com Crowdfunding page; and o you will ensure no fraudulent, criminal or otherwise improper uses will be made of donations made via your charityextra.com Crowdfunding page.

#### **17.7 Minimum age**

charityextra.com Crowdfunding is not directed to anyone under 13 years of age. If you are under 13, you are not authorised to use charityextra.com Crowdfunding. If you are between 13 and 18 years of age, then you may only set up a charityextra.com Crowdfunding page if you have your parent's or guardian's approval. Please ensure that your parent or guardian understands that you will be responsible for using the funds in accordance with these Terms.

#### **17.8 Licence of Trademark and Copyrighted Material**

You hereby grant to charityextra.com a non-exclusive licence to use any of your charityextra.com Crowdfunding page's trademarks and any copyrighted material on your page (including images and videos or any link to the same) solely in connection with the Website and associated services and its operation and promotion and for no other purpose whatsoever.

#### **17.9 Disclaimer and Limitation of Liability**

Notwithstanding the provisions of the "Disclaimer and Limitation of Liability" section of the core Terms, charityextra.com's total liability to you arising under or in connection with these Terms, so far as such liability arises out of or relates to your creation and/or use of a charityextra.com Crowdfunding page, shall be limited to the total fees paid by you to charityextra.com under these Terms for your use of the Website and associated services during the preceding 12 month period ending on the date the circumstances giving rise to the liability arose.

In no event shall charityextra.com be liable for losses relating to any business of yours or lost or corrupt data, loss of profits, loss of contracts, loss of business opportunity, loss of sales, loss of revenue, loss of goodwill, loss of any software or data, loss of bargain, loss of opportunity, loss of use of computer equipment, loss of or waste of management or other staff time, even if charityextra.com has been advised of the possibility of such damages. You expressly agree to the allocation of risk set forth herein.

#### **17.10 Confidential Information**

The parties shall treat as strictly confidential all information about the other which has been acquired as a result of the use of the Website and associated services and which is not in the public domain. No party shall use or disclose to any third party such information belonging to the other party without that party's prior written consent, except where (i) required to do so by applicable law, including, without limitation, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, or regulatory or governmental body or (ii) those third parties operating under non-disclosure provisions no less restrictive than those set forth in this agreement and who have a justified business "need to know.". This paragraph shall survive termination of these Terms. For the avoidance of doubt, Personal Information shall be treated in accordance with Applicable Laws and shall not be

considered "confidential information" belonging to a party unless it is the Personal Information of a crowdfunder.

#### **17.11 Termination**

Charityextra.com reserves the right, at its sole discretion, to immediately and without notice suspend or permanently deny your access to all or part of the Website and associated services. The obligations contained herein will continue to apply to your past use.

Upon termination or suspension or denial of access to the Website and associated services, funds already received on your behalf by charityextra.com will be handled in accordance with the provisions above, provided that any potential payment (where applicable) may be delayed where charityextra.com conducts an investigation regarding your use of the Website and associated services and charityextra.com may decide to refuse to pay funds across to you where you have breached these Terms or your charityextra.com Crowdfunding page has been removed. In such circumstances Charityextra.com may authorise a refund of donations to donors.

#### **18. Glossary**

"Cause" and "cause" refers to charities and other causes you support through use of our service, including non-charitable charityextra.com crowdfunding.

"charityextra.com" or "us" or "we" refer to the owner of the website, Giving More Online Limited.

"charityextra.com Crowdfunding" or "crowdfunding" and related terms refer to certain non-charitable causes listed as such on the Website.

"Website" refers to <https://www.charityextra.com/>.

"You" and "your" refers to each user or viewer of the Website, including donors, charities, fundraisers and crowdfunders.