

Donate by Thumb - Charities

Terms and Conditions

FOR GOOD CAUSES LIMITED, a company registered in England and Wales with company number 10397971 whose registered office is at 1 Cottesbrooke Park, Heartlands Business Park, Daventry, Northants, United Kingdom, NN11 8YL ("**FGC**") provides Donate by Thumb services under standard Terms and Conditions.

Usage of Donate by Thumb services by a Charity shall indicate that Charity's acceptance of these Terms and Conditions.

Details of how the service operates are set out in Appendix 1 to these Terms and Conditions.

DEFINITIONS

"**Digital Assets**" means all proprietary and other Intellectual Property Rights belonging to FGC including those that sit within the QR codes, landing pages and NFC tokens that are provided to The Charity as part of the Services.

"**Donate by Thumb**" means FGC's cashless donation services provided through the Digital Assets.

"**Donor**" means an individual who gives a charitable donation to The Charity using Donate by Thumb.

"**Territories**" means United Kingdom.

"**The Charity**" means a charity that uses the Donate by Thumb services.

"**Initial Term**" shall be thirty six (36) months from the date The Charity first uses Donate by Thumb services.

"**Renewal Term**" means a twelve (12) month period from the end of the Initial Term or any previous Renewal Term except where the Agreement has been terminated by either party.

"**Term**" includes the Initial Term and any subsequent Renewal Terms.

BACKGROUND

FGC is a fintech platform that enables charities to access new sources of funds and to capitalise on innovative capabilities and technologies proven in the commercial and banking sectors in order to create new and better ways for consumers to support charities.

1. Services

- 1.1 FGC will provide The Charity with Donate by Thumb services (the "**Services**") throughout the Term in the Territories. The Services will include some or all of: (i) the provision of technical and operational assets necessary for online and physical fundraising activities; (ii) maintenance of digital properties to support fundraising and promotional activities related to Donate by Thumb; (iii) receipt and management of donation funds from Donors; (iv) management of Gift Aid claim processing; (v) disbursement of funds to The Charity; (vi) reporting and the provision of management information as agreed between the parties.
- 1.2 FGC grants to The Charity a non-exclusive, non-transferable right to use the Digital Assets in relation to the provision of the Services during the term of the Initial Term and any Renewal Terms.
- 1.3 FGC shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven (7) days a week except for: (i) planned maintenance; and (ii) unscheduled maintenance performed outside normal business hours. FGC does not warrant that: (i) the use of the Services will be uninterrupted or error free; or (ii) the information and data received from the Donee shall be complete, accurate or sufficient.

2. Payment

- 2.1 In consideration for the Services, FGC will be entitled to deduct and retain commission charges and third-party card processing fees, as set out in Appendix 1 under Commercial Terms. Payment shall be made within thirty (30) days of the end of the month in which a donation is made. At a future point (date to be confirmed) FGC may increase payment frequency such that payment will be made within seven (7) days of the end of the month in which a donation is made.

Settlement of Gift Aid claims will be made within thirty (30) days of receipt of funds from HMRC. At a future point (date to be confirmed) FGC may increase payment frequency in respect of Gift Aid claims such that payment will be made within seven (7) days of receipt of funds from HMRC.

FGC does not deduct commission fees in respect of Gift Aid claims.

- 2.2 FGC shall provide The Charity with regular management information which details donations made through the Services, FGC fees and third-party card processing fees in the preceding period.

3. Warranties

- 3.1 FGC warrants that: (i) it shall use due care and follow highest professional standards while providing the Services to The Charity; (ii) it has all necessary rights, authorisations and licences to provide the Services; (iii) it shall provide the Services in accordance with all applicable laws and regulations (including, without limitation, Data Protection Laws); (iv)

neither the use of the Digital Assets nor the Services shall infringe or violate any, copyrights, trade secrets, licences or other proprietary rights of any third party.

- 3.2 The Charity warrants that it shall (i) provide FGC with all necessary co-operation and access to all necessary information as may be reasonably required by FGC to provide the Services; (ii) not access, store, distribute or transmit any viruses; (iii) ensure always that its use of the Digital Assets and Services is in accordance with applicable laws and regulations (including, without limitation, Data Protection Laws); (iv) obtain any necessary consents necessary to receive the Services; and (v) not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Digital Assets in any form or media or by any means or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Digital Assets.

4. Intellectual Property

- 4.1 Subject to the licence granted in Clause 1.2, all Intellectual Property Rights in the Digital Assets and any rights that existed prior to this Agreement shall remain vested in FGC.
- 4.2 For the purposes of this Agreement "**Intellectual Property Rights**" or "**IPR**" means all patents, rights to inventions, copyright and related rights, moral rights, database rights, semiconductor topography rights, utility models, rights in designs, trademarks, service marks, trade or brand names, domain names, rights in goodwill or to sue for passing off, and other similar or equivalent rights or forms of protection in each case whether registered or unregistered and including all applications (or rights to apply) for, and for renewals and extensions of, such rights as may now or in the future exist anywhere in the world (and "**Intellectual Property**" shall be interpreted accordingly).

5. Data Protection

- 5.1 "**Data Protection Laws**" means applicable laws relating to: (i) data protection; (ii) privacy; and (iii) restrictions on, or requirements in respect to the processing of personal data of any kind in the Territories, including the EU General Data Protection Regulation 2016/679. "Data Controller", "Data Processor", "Data Subject", "Personal Data" and "Processing" shall have the same meanings as in the Data Protection Laws and shall be construed accordingly. Neither party shall do anything that would cause the other party to be in breach of its obligations under the Data Protection Laws. Each party shall comply with its obligations under applicable Data Protection Laws and maintain appropriate technical and organisational measures in respect to Personal Data to prevent the unauthorised access or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data. Neither party shall process Personal Data in any country outside the European Economic Area without the other party's prior written consent and without entering into the appropriate documentation to ensure the safe transfer, processing and storage of any Personal Data.

- 5.2 For the purposes of this Agreement, The Charity shall be the Data Controller of Donor's Personal Data and FGC shall be the Data Processor. The lawful basis for processing the Donor's Personal Data by FGC and for sharing Donor Personal Data with The Charity in relation to any donation made via Donate by Thumb shall be legitimate interest.
- 5.3 The Charity represents and warrants that it is responsible for collecting any relevant consent in order to process a Donor's Personal Data for any other purpose.

6. Confidentiality

- 6.1 Each party acknowledges that it or its employees may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information which is proprietary to or confidential to that party or its affiliated companies or their clients or to third parties to whom that party owes a duty of confidentiality. Any and all non-public information of any form obtained by a party or its employees while providing or in receipt of the Services shall be deemed to be confidential and proprietary information. Each party agrees to hold such information in strict confidence and not to copy, record, reproduce (using any medium), sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties or to use such information for any purposes whatsoever other than the provision of the Services to The Charity and to advise each of its employees who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential.
- 6.2 Each party may use in advertising, publicity, or otherwise the name of The Charity or "For Good Causes", or any affiliate, partner, employee or agent of The Charity or FGC, or any trade name, trade mark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by The Charity.

7. Indemnities

- 7.1 FGC shall indemnify and hold harmless The Charity its directors or employees, against all actions, claims, costs, expenses, damages, fines, penalties and liabilities (including reasonable legal fees) arising out of or in connection with: (i) any third-party claims that the use of the Digital Assets infringes or violates any proprietary rights, (including intellectual property rights) of any third party; and (ii) any fine or penalty imposed on FGC by the applicable data protection regulator for a breach of its obligations under Data Protection Laws. This indemnity is subject to The Charity promptly notifying FGC of such a claim, allowing FGC sole conduct of the defence, negotiation or settlement and providing all reasonable co-operation in relation to any claim.
- 7.2 The Charity shall indemnify and hold harmless FGC, its directors or employees, against any and all actions, claims, costs, expenses, damages, fines, penalties and liabilities (including reasonable legal fees) arising out of or in connection with: (i) and third party claim resulting from The Charity's

use of the Digital Assets or the Services; and any fine or penalty imposed on The Charity by the applicable data protection regulator for a breach of its obligations under Data Protection Laws. This indemnity is subject to FGC promptly notifying The Charity of such a claim, allowing The Charity sole conduct of the defence, negotiation or settlement and providing all reasonable co-operation in relation to any claim.

8. Liability

- 8.1 Subject to Clause 8.2 to the extent permitted by law, (i) neither FGC, nor The Charity shall have any liability to the other in connection with the Agreement (and for the avoidance of doubt including any indemnity liabilities) for any indirect, economic or consequential loss and damage, and (ii) the total liability of both FGC and The Charity in connection with the Agreement for direct loss and damage, whether arising in tort (including negligence and strict liability), contract, any indemnity liability or otherwise, shall not exceed £10,000.
- 8.2 Notwithstanding the aforesaid, no limitation, exclusion or restriction of liability under this Agreement shall apply to any liability arising out of either party's: (i) indemnity liabilities pursuant to clause 7; and (ii) negligence, fraud, misrepresentation or wilful default.

9. Termination

Any Renewal Term shall be subject to the terms of this Agreement. Either party may terminate this Agreement:

- 9.1 with immediate effect by giving written notice to the other party if the other party commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so; (iii) a petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with the winding up of that party;
- 9.2 by giving three (3) months' notice in writing to the other party.

10. General

- 10.1 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 10.2 This Agreement constitutes the entire agreement between the parties in relation to their subject matter and replaces and supersedes all other agreements, written or oral with respect to its subject matter. Each party acknowledges that it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to

the subject matter of this Agreement other than as expressly set out in this Agreement.

- 10.3 For Good Causes may amend these Terms and Conditions from time to time. The current Terms and Conditions shall be those publicised on the For Good Causes website www.forgoodcauses.org.
- 10.4 This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed in all respects by English law and the parties agree that the English courts shall have exclusive jurisdiction to hear and determine any suit, action or proceedings arising out of or in connection with this Agreement including any non-contractual obligations arising out of or in connection with this Agreement.

Appendix 1

Operating Principles

Introduction

Donate by Thumb enables UK registered charities to reduce their reliance on cash donations, via a proprietary service that they can use to accept express checkout payments via the mobile phone, triggered by QR codes that can be printed on pretty much anything, and short URLs that can be used for social media channels.

Commercial Terms

Charities agree to standard Terms and Conditions (see above) to use the service. Use of the service indicates acceptance of the Terms and Conditions by The Charity.

For Good Causes offers Donate by Thumb on a tiered pricing model whereby charities can decide the tier that they wish to participate in. Each tier has a pre-set subscription fee and commission charge.

Charities are on-boarded on the basis of the Bronze Tier whereby FGC do not charge a subscription fee and will deduct and retain five (5) percent of each Donor's donations in addition to any third-party card processing fees as detailed on our website, currently 1.9% of donation value plus 20p per donation.

Pricing of Silver and Gold tiers will be confirmed at a future point. The Charity will be upgraded to Silver and Gold Tiers subject to written request to For Good Causes, and commencement of payment of the appropriate monthly subscription fee.

If payment of the appropriate monthly subscription fee is not received, The Charity will automatically revert to the Bronze Tier with effect from the beginning of the month for which payment has not been received by For Good Causes.

How It Works

For Good Causes has integrated a combination of industry standard tools and services, with its own reconciliation and funds management capabilities to make Donate by Thumb easily and quickly accessible for any participating charity.

Participating charities are provided with the QR codes and short URLs needed for them to offer the service to their supporters.

Donations are received by For Good Causes in its dedicated, FCA compliant and ring fenced Donations Account and then distributed (net of For Good Causes charges) to the consumer charity of choice. At a future point (date to be confirmed), Silver and Gold tier clients will have the option of a direct settlement to their nominated bank account which will reduce average payment cycle to seven (7) days.

Financial Management and Compliance

For Good Causes uses an FCA approved organisation, Clearbank, to deposit and manage charity donations ensuring charity donation funds are retained and managed separately to the For Good Causes business.

For Good Causes uses an international e-commerce platform called Shopify to manage its donation payments. This means For Good Causes does not see or store consumer payment information.

For Good Causes ensures that the receipt of payments and distribution of donations is compliant in terms of PCI DSS, PSD2 and AML regulatory frameworks.

PCI DSS The service is configured in such a way that all donor payments are received via our Shopify platform. As one of the largest ecommerce service providers in the world, Shopify is certified Level 1 PCI DSS compliant and continue to invest significant time and money to ensure that this standard is continually maintained.

PSD2 / AML All funds are transferred from Shopify to Clearbank who retain the donations before distributing them to The Charity (via Charities Trust or directly - see above) net of For Good Causes charges. As an FCA approved organisation, Clearbank manage all associated PSD2 and AML requirements.

Data Security

We have put in place appropriate security measures to prevent Personal Data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected Personal Data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

Donor data

For Good Causes ensures its Donate by Thumb service is compliant with Data Protection Laws including GDPR. The Charity shall be the Data Controller of Donor's Personal Data and FGC shall be the Data Processor.

Individual Donor data will be provided to The Charity, for the specific purpose of enabling The Charity to acknowledge the donation and to offer the individual the opportunity to opt in to receive future communications from The Charity.

Donor communications

For Good Causes will only communicate with Donors in relation to operational requirements and to send a post donation email, thanking the Donor and inviting them to apply for Gift Aid (where relevant).

Gift Aid

For Good Causes manages Gift Aid claims through a third party service provider. Each Donor receives an automated email shortly after completing their donation, inviting them to add Gift Aid based on satisfactory completion of the four conditional statements.

Where Donor data has been passed to The Charity, The Charity may communicate with the Donor subject to data protection legislative requirements.

Set Up, Activation and Usage of Donate by Thumb

Set-Up

For Good Causes will enable the creation of Donate by Thumb charity QR code(s), short URL(s) and Landing Page(s) and provide The Charity with access to those assets.

Charities are responsible for providing their logo, copy, and images (with relevant copyright).

For Good Causes will provide a range of QR Code Frames & Call to Action Lock-Up templates which the charity can use to create donation triggers and instructions on collateral, merchandise etc.

Activation

Charities are responsible for testing, placement and production of collateral, merchandise etc that bears the QR code and short URL. Please see QR Code best practice and top tips document.

Usage

Charities are responsible for driving utilisation.

Donation Reporting

For Good Causes will provide donation reporting on a regular basis (typically monthly or weekly) as agreed.