



GIVETAP LIMITED

TERMS AND CONDITIONS

1. About us

- 1.1 **Company details.** GiveTap Limited (company number 12166824) (**we** and **us**) is a company registered in England and Wales and our registered office is at 5a The Crescent, Felpham, Bognor Regis PO22 7HB. We operate the website www.givetap.co.uk.
- 1.2 **Contacting us.** To contact us, telephone us on +44(0)7961 031804 or email us at hello@givetap.co.uk. How to give us formal notice of any matter under the Contract is set out in clause 15.2.

2. Our contract with you

- 2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of the contactless donation platform (**Services**) by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 **Your copy.** You should print off a copy of these Terms or save them to your computer for future reference.

3. Registering your account and its acceptance

- 3.1 **Registering your account.** Please follow the onscreen prompts to register your account. You may register an account using the method set out on the site. Each time you register an account is an offer by you to buy the services specified in the order (**Services**) subject to these Terms.
- 3.2 **Correcting input errors.** Our registration process allows you to check and amend any errors before submitting your account registration. Please check your details carefully before confirming them. You are responsible for ensuring that your registration is complete and accurate.
- 3.3 **Acknowledging receipt of your registration.** After you register your account, you will receive an email from us acknowledging that we have received it, but please note that this does not mean



that your account has been accepted. Our acceptance of your account will take place as described in clause 3.4.

3.4 **Accepting your account.** Our acceptance of your account takes place when we have approved your account and are able to access the account functions, at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.

3.5 **If we cannot accept your account.** If we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your account.

4. **Cancelling your account**

4.1 To cancel the Contract, you must email requesting cancellation to hello@givetap.co.uk. We will email you to confirm we have received your cancellation. A cancellation date will be agreed.

4.2 On cancellation, we will revoke access to the platform and all features will become inaccessible. Arrangements can be made prior to cancellation to transfer client information eg. donation reports. This is done by request and not assumed by GiveTap.

4.3 There are no cancellation fees.

5. **Our services**

5.1 **Compatible equipment.** Our GiveTap Reader application will work only if you have acquired a handheld payment device from Squareup Europe Limited (**Payment Device**). Your purchase, ownership and use of the Payment Device is subject to Square's terms of business.

5.2 **Operation.** To register and access your account you will need a live connection to the internet via a wired or wifi service. You may also access your account through a mobile communications device which relies on a connection from your mobile communications provider. We recommend that you do not use a shared internet connection when registering or accessing your account.

5.3 **Descriptions and illustrations.** Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.

5.4 **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill. We do not warrant that the Services will be uninterrupted or error free, secure or free from bugs or viruses. You should ensure that you have suitable virus protection software before registering or accessing your account or using the Services. Our



Services use a secure TLS connection. Whilst this provides good protection for your data you acknowledge that data transmitted between you and us may be intercepted and we can accept no liability for this. In particular you should be aware that the security afforded by shared internet connections, email, text messages and push notification messages, during transmission, is often limited.

5.5 **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Account Confirmation, but any such dates are estimates only and failure to provide a live account by such dates will not give you the right to terminate the Contract.

6. Your obligations

6.1 It is your responsibility to ensure that:

- (a) the terms of your account registration and all donation pages are complete and accurate;
- (b) you cooperate with us in all matters relating to the Services;
- (c) you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (d) you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (e) you comply with all applicable laws; and
- (f) you keep your account access information (including username and password) confidential, safe and secure at all times.

6.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 6.1 (**Your Default**):

- (a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 13;
- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

7. Charges



- 7.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 7.
- 7.2 You will be charged a fee of 2.5% of each donation processed through your account with us.
- 7.3 We reserve the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 7.4 Our Charges are exclusive of VAT. When we become required to register for VAT and where VAT is payable in respect of some or all of the Services, you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.
- 7.5 Successful charges are non-refundable.
- 7.6 Refunds to donors. The process for issuing refunds is discretionary and commenced by request from the charity. It is not directly available to donors and differs in process between the payment providers listed in (8).

8. How to pay

- 8.1 Payment for the Services is by platform fee, immediately applied by the chosen payments platform. We work with two payments providers who have slight differences in their fee structures. For any given donation, only one of the below fees is charged. You will select on account creation which payment provider you will use:
- (a) Stripe, <https://stripe.com/en-gb>. In addition to the platform fee is the Stripe payment processing fee of 1.4% + £0.20 fixed charge per transaction on all European card payments. Stripe offers a discounted fee to authorised charities of 1.2% + £0.20 fixed charge per transaction. You can view all fee payment deductions in your Stripe account pages.
 - (b) SquareUp, <https://squareup.com/gb/en>. In addition to the platform is the Square payment processing fee of 1.9% per transaction on all European card payments. Non-European cards are charged at 2.9%. You can view all fee payment deductions in your Square account pages.

9. Intellectual property rights

- 9.1 All intellectual property rights in or arising out of or in connection with the Services will be owned by us.



- 9.2 We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to use our platform for the purpose of receiving and using the Services. You may not sub-license, assign or otherwise transfer the rights granted in this clause 9.2.
- 9.3 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials (including, for example, logo's, trade marks and copyright materials) provided by you to us for the term of the Contract for the purpose of providing the Services to you.



10. How we may use your personal information

10.1 We will use any personal information you provide to us to:

- (a) provide the Services;
- (b) process your payment for the Services; and
- (c) inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

10.2 We will process your personal information in accordance with our privacy policy, the terms of which are incorporated into this Contract.

11. Limitation of liability

11.1 We have obtained insurance cover in respect of our own legal liability for individual claims not exceeding £1m per claim. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.

11.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.3 Subject to clause 11.2, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) any indirect or consequential loss.

11.4 Subject to clause 11.2, our total liability to you arising under or in connection with the Contract,



whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 100% of the total Charges paid under the Contract in the 12 months immediately preceding the relevant claim.

11.5 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

11.6 This clause 11 will survive termination of the Contract.

12. Confidentiality

12.1 We each undertake that we will not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 12.2.

12.2 We each may disclose the other's confidential information:

- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 12; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.



13. Termination, consequences of termination and survival

13.1 **Termination.** Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 21 days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment;
- (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

13.2 Consequences of termination

- (a) On termination of the Contract you must immediately cease using your account for the collection of donations.
- (b) Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

13.3 **Survival.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

14. Events outside our control

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and



- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

14.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us.

15. Communications between us

15.1 When we refer to "in writing" in these Terms, this includes email.

15.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

15.3 A notice or other communication is deemed to have been received:

- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.

15.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

15.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.



16. General

16.1 Assignment and transfer

- (a) We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on our website if this happens.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

16.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

16.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

16.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

16.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

16.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.