GIVETAP LIMITED

TERMS AND CONDITIONS

V1.6 (UPDATED ON 24 JUNE 2026)

1. About us

1.1 **Company details.** GiveTap Limited (company number 12166824) (**we** and **us**) is a company registered in England and Wales with VAT registration number: 519 0105 24. Our registered office is at 86-90 Paul Street, London, EC2A 4NE. We operate the website www.givetap.co.uk.

1.2 **Contacting us.** To contact us email us at *hello@givetap.co.uk.* How to give us formal notice of any matter under the Contract is set out in clause 16.2.

1.3 **Locations.** We offer our services to users located in the United Kingdom and Australia. For Australian users, certain additional legal rights may apply under the Australian Consumer Law and the Privacy Act 1988 (Cth).

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 which will be within the next 14 days following your e-mail, will be agreed.

4.2 On cancellation, we will revoke access to the platform and all features will become innaccesible. 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 enabled tap to pay or acquired a compatible handheld payment device (**Payment Device**). Compatible devices include, specific devices supplied by Stripe and Squareup. Your purchase, ownership and use of the Payment Device is subject to the providers 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 SSL 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 reasonable 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 3% (including VAT) of each donation processed through your account with us.

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. We will provide written notification of any increase to you at least one month in advance of any proposed increase.

7.3 Our platform fee is 3%, 0.5% of which is VAT [519 0105 24]. VAT invoices, when available are downloadable in the GiveTap Portal website.

7.4 Successful charges are non-refundable, save in case of manifest error.

7.5 Refunds to donors. The process for issuing refunds is 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. Subscription plans

8.1 We offer optional subscription plans for charity users to access enhanced platform features. Subscription pricing, available plans, and included services are set out on our website and may change from time to time.

8.2 Subscriptions are billed in advance on a recurring basis (e.g., monthly or annually, as selected at the time of sign-up) via our payment provider, Stripe. You authorise us to charge your selected payment method automatically at each billing cycle, unless you cancel your subscription in accordance with Clause 8.5.

(a) If a recurring payment fails, we will continue to attempt payment over the course of a week. If payment continues to fail, you will be automatically downgraded to the free plan and lose access to paid feature.

8.3 All subscription charges are inclusive of VAT. If applicable, VAT will be added at the prevailing rate at the time of billing.

8.4 You may upgrade or downgrade your subscription at any time via your account dashboard. Changes in plan will take effect at the start of the next billing cycle, unless otherwise stated.

8.5 You may cancel your subscription at any time using the subscription management tools in your account or by providing written notice. Your cancellation will take effect at the end of your current billing period, and no refunds will be issued for partially used periods unless required by law.

8.6 We reserve the right to change pricing or features of subscription plans. If we do so, we will give you at least 30 days' notice. You may choose to cancel your subscription before changes take effect.

9. How to pay

9.1 Payment for the Services is by platform fee, immediately applied by the chosen payment platform. We work with three payment providers who charge payment processing fees in addition to our platform fee. For any given donation, only one of the below payment processing 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. You will require a Stripe account in order to activate your GiveTap account and as such will need to agree to their terms. To see their most up to date pricing, see https://stripe.com/gb/pricing. You can view all fee payment deductions in your Stripe account pages.

(b) Squareup, https://squareup.com/gb/en. In addition to the platform fee is the Square payment processing fee. You will require a Square account in order to activate your GiveTap account and as such will need to agree to their terms. To see their most up to date pricing, see https://squareup.com/gb/en/pricing. You can view all fee payment deductions in your Square account pages.

10. Intellectual property rights

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

10.2 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 10.2.

10.3 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.

10.4 The parties shall jointly agree and sign off any internal communications, press releases or external communication about the activities undertaken by us in support of you, during the term of this Contract;

10.5 We undertake to you that we shall not bring your Charity name and Logo into disrepute or attract adverse publicity in respect of the Charity;

11. How we may use your personal information

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

(a) provide the Services;

(b) process your payment for the Services via the payment provider; and

(c) inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

11.2 We will process your personal information in accordance with our privacy policy and our data processing agreement.

11.3 We do not capture any financial details of donors. This is solely collected by the chosen payment provider, eg. Stripe, Squareup. Payment fields and interfaces are provided by the payment providers and follow the relevant payment regulations.

12. Limitation of liability

12.1 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.

12.2 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).

12.3 Subject to clause 12.2, neither party will be liable to the other, 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.

12.4 Subject to clause 12.2, each party's total liability to the other 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.

12.5 Unless a party notifies the others that it intends to make a claim in respect of an event within the notice period, the other party shall have no liability for that event. The notice period for an event shall start on the day on which a party 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.

12.6 This clause 12 will survive termination of the Contract.

13. Confidentiality

13.1 We each undertake that we will not at any time during the Contract, and for a period of two 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 13.2.

13.2 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 13; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

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

14. Termination, consequences of termination and survival

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

(a) The other party commits 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) The other party fails to pay any amount due under the Contract on the due date for payment;

(c) The other party takes any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with its 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 its 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) The other party suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(e) The other party's financial position deteriorates to such an extent that in the reasonable opinion of the unaffected party, the affected party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

14.2 **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.

14.3 **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.

15. Events outside our control

15.1 Neither party will be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the Contract that is caused by any act or event beyond its reasonable control (**Event Outside Our Control**).

15.2 If an Event Outside Our Control takes place that affects performance of a party's obligations under the Contract:

(a) That party will contact the other as soon as reasonably possible to notify that party; and

(b) The affected party's obligations under the Contract will be suspended and the time for performance of its obligations will be extended for the duration of the Event Outside Our Control. The affected party will arrange a new date for performance of the Services with the other party after the Event Outside Control is over.

15.3 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.

16. Communications between us

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

16.2 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.

16.3 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.

(d) 'working day' means any day other than a Saturday or Sunday or public holiday in England and Wales

16.4 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.

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

17. General

17.1 Assignment and transfer

(a) Both parties may only assign or transfer its rights and obligations under the Contract to another person if the other party agrees in writing.

17.2 **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).

17.3 **Waiver.** If either party does not insist that the other performs any of its obligations under the Contract, or if a party does not enforce its rights or delays in doing so, that will not mean that it has waived its rights or that the other party does not have to comply with those obligations. If a party does waive any rights, it will only do so in writing, and that does not mean that it will automatically waive any right related to any later default by the other party.

17.4 **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.

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

17.6 **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.

18. Australian Users

18.1 If you are located in Australia, you may have additional rights under the Australian Consumer Law, including guarantees that cannot be excluded by contract. Nothing in these Terms limits your statutory rights under that law.

18.2 We take reasonable steps to comply with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs) where applicable. For more information, please refer to our Privacy Policy.