

1. WONDERFUL PAYMENTS TERMS & CONDITIONS

1.1 These terms and conditions set out the basis of the services that Wonderful Payments provide to you. They set out Our obligations and Your obligations when you use the Wonderful Payments service.

1.2 We aim to provide a Wonderful service to all of our Users. This includes making our terms and conditions clear, concise and without legal jargon.

1.3 They are however, important, as they govern Our relationship with You when You use the Wonderful Payments service.

1.4 Please take a moment to read and understand these terms and conditions.

1.5 These terms and conditions also need to be read alongside our privacy policy.

1.6 Please be aware that by installing and using the Wonderful Payments service, You are accepting and agreeing to these terms and conditions.

1.7 Wonderful Payments is the trading name of Wonderful Payments Limited incorporated in England and Wales, and our registered number is 12601267.

2. Important Terms

2.1 We use some important terms in these terms and conditions:

2.1.1 Donor(s): these are the people donating via our Open Banking Payment service through a Charity's website;

2.1.2 Charity (also hereinafter referred to as "You", "Your": this is the organisation doing Wonderful things in the world.

2.1.3 Open Banking: this is a secure and simple way to give your valuable donation to your chosen Charity straight from your bank account. Transactions are authorised from within the donor's online or mobile banking app, using the bank's own security to initiate the payment.

2.1.4 Wonderful Payments (also hereinafter referred to as "We", "Us", "Our"): is the trading name of Wonderful Payments Limited

2.1.5 User(s): any end user of the Wonderful Payments service including, but not limited to, Donors and Charities.

3. Fees

3.1 This is important. We simply charge You for using the Wonderful Payments service on Your website, a small flat transaction fee. We don't charge the Donor any fees at all for using Our service.

4. The Charities

4.1 The Wonderful Payments service allow Donors to donate to their chosen Charity via a secure Open Banking payment link on the Charity's website.

4.2 Charities in the United Kingdom and elsewhere are subject to regulation by governmental organisations. In England and Wales it is the Charities Commission. Wonderful Payments does not control the legislation and regulation that applies to Charities. We do not accept any liability for the activities of the Charities, and we do not undertake due diligence or other verification on their use of donations provided through the Wonderful Payments service. If you have any concern about the activities of any of the Charities, you should raise them with the

charity in question, or if you have particular concerns, with the relevant regulatory body who have responsibility for the supervision of the charity in its country of operation.

4.3 We do require all Charities who use the Wonderful Payments service facility on their website to provide detailed information about their Charity and the individuals with significant control of the Charity during the onboarding process.

5. Donations

5.1 Please note that we do not regulate or control how Donor's donations are used by the relevant Charities.

5.2 Charities are required to spend their funds only in ways that advance their charitable purposes. As Charities are subject to legislation in this respect, We cannot provide any information to Donors on how donations are used.

5.3 We do not undertake audits or verification checks against You, beyond confirming from publicly available information that You have obtained charitable status in accordance with relevant legislation. Nevertheless, Wonderful will not be liable for any misuse of funds by You, or any application of funds in ways not contemplated by Donors.

5.4 We are required by law to undertake Anti-Money Laundering (AML) and Know Your Customer (KYC) checks on all charities that use Our service. You will be required to provide supporting documentation during Our onboarding process. If We require any further information during these checks, or identify concerns with the information You have provided, we will discuss these with You. We reserve the right to refuse or suspend Your access to the Our service should information that raises concern be identified at any time.

5.5 If a Donor wishes their funds to be used for a specific purpose, We recommend that they liaise directly with You.

5.6 We do not recommend that donations be made under a Donor's will via the Wonderful Payments service. If a Donor is thinking of leaving a legacy for a charity, they should do so only on the advice of an appropriately qualified professional such as a solicitor or accountant.

5.7 We do not provide accounting, tax or other financial advice on donations. Again, please seek advice from an appropriate professional.

5.8 Wonderful Payments does not receive donations. Open Banking ensures all donations are made between the Donor's bank account and the Charity's bank account. Wonderful Payments will therefore not be liable for any refunds to the Donor under any circumstances.

6. Your Obligations

6.1 Please ensure You comply with these requirements when using the Wonderful Payments service:

6.1.1 It is Your responsibility to ensure that the Wonderful Payments service is only accessed by You or persons You have authorised. You and any authorised person must keep login details, passwords, and any other security measures associated with Your access to Our service stored securely. If You become aware of or are suspicious that any logins, passwords or other security information has been stolen or otherwise disclosed or used by any un-authorised person, or otherwise compromised, You must inform Us straightaway.

6.1.2 Do not upload offensive, obscene, racist or defamatory materials, anything which may reasonable cause offence, or anything which is a misrepresentation of fact during the onboarding process or at any time.

6.1.3 Do not disclose the personal information of any user of the Wonderful Payments service without their express consent;

6.1.4 Do not try to interrupt, disrupt or corrupt the Wonderful Payments service. Ensure any content uploaded is free of viruses, malware, Trojan horses or other malicious programmes or code.

6.1.5 You are solely responsible and liable for all acts and omissions of Donors including inputting any manual payment details, any late arrival of funds and settlement with Donors.

6.1.6 You are responsible for all sales, marketing and account management in relation to Donors and their use of Your website.

6.1.7 You are responsible for the training of Users on the use of the Wonderful Payment Service and any associated link provided to You for use on Your website.

6.2 Any User of the Wonderful service who breaches any term of these terms and conditions (including but not limited to the terms at paragraph 6.1) may be prevented from using the Wonderful Payments service or have their account suspended. We will have no liability to you if we suspend our services to you or suspend your account.

7. Gift Aid

7.1 You must be registered or exempt from registration with the Charities Commission in order to reclaim Gift Aid.

8. Our Intellectual Property

8.1 The Wonderful Payments service and website, and the intellectual property contained therein is owned by Us.

8.2 You may not use the Wonderful Payments trademark without Our express prior written consent.

8.3 There may be intellectual property of third parties contained on Our website (such as the intellectual property of Charities).

8.4 You are not permitted to use any such content for commercial purposes. You are granted no rights over such intellectual property by using the Wonderful Payments service.

8.5 We will take whatever measures We see fit to block your access to the Wonderful Payments service or website if We reasonably believe You are gathering or extracting content by any means for any purpose not approved by Us in these terms and conditions or otherwise approved by Us in writing.

8.6 You acknowledge that damages may not be an adequate remedy if you breach these terms, and that We may seek an injunction or other equitable relief in respect of such breach (without limitation to any other remedy that may be available to Us).

9. Disclaimers and Limitation of Our Liability

9.1 Whilst We will make reasonable efforts to make the Wonderful Payments service available at all times, We do not warrant that this will be the case. We may also suspend or interrupt our services for maintenance, whether planned or otherwise. We may also amend the scope and the extent of our services from time to time. We don't have to provide You with notice of any maintenance, interruption or change to Our services.

9.2 We do not exclude our liability for death or personal injury.

9.3 We will only be liable for losses which are reasonably foreseeable to Us. We will have no liability to You for any consequential loss, loss of profits, loss of data, loss of business opportunity, loss of sales, loss of revenue, loss of goodwill, loss of opportunity or for loss of any management time.

9.4 We do not seek to exclude any rights You may have under statute or regulation and which are not capable of being excluded by law.

10. General

10.1 These terms and conditions are governed by English law. Any dispute arising out of Your use of the Wonderful Payments services will be capable of being resolved and litigated only in the English courts.

10.2 We do not accept any obligation in favour of third parties who are not a user of the Wonderful Payments service and who have not accepted these terms and conditions. These terms and conditions are not intended to confer a benefit on any such third parties.

11. Term

11.1 These terms and conditions shall remain in effect for as long as we continue to provide the Wonderful Payments service to you. You may terminate this agreement at any time without cause on 30 days prior written notice.

11.2 Should either party commit a material breach of these terms and conditions the other may issue termination if after 30 days written notification, the breach has not been addressed.

11.3 Should either party receive regulatory, governmental or any other judicial or banking partner or payment provider instruction or notice to suspend or terminate the Wonderful Payments service, You or We may terminate the Wonderful Payments Service and these terms and conditions without notice.