

WONDERFUL PAYMENTS LIMITED - TERMS & CONDITIONS v1.0 – DONORS – PUBLISHED 01.03.2021

1 Introduction

- 1.1 These Terms and Conditions (and, if you register with us, your sign-up form, which together form the “Agreement”) govern the supply of the Wonderful Payments services under this Agreement by Wonderful Payments Limited (“Wonderful Payments”, “we”, “us”, “our”) to the Donor approved by us under this Agreement (“Donor” “you”, “your”). They set out our obligations and your obligations when you use the Service.
- 1.2 We aim to provide a first class service to all of our users and each donor who signs up to use the Service. We endeavour to make these Terms and Conditions clear, concise and to minimise legal jargon, although certain legal language is needed in the interests of legal certainty.
- 1.3 Please take time to read and understand these Terms and Conditions. They are important as they will form the contract between you and us for the provision of the Service to you.
- 1.4 These Terms and Conditions also need to be read alongside our privacy policy <https://wonderful.co.uk/privacy>, which governs how and for what purposes we process and personal data that is collected from you in connection with this Agreement.
- 1.5 Please be aware that by installing and using the Wonderful Payments service as a donor, you are accepting and agreeing to these Terms and Conditions.
- 1.6 Wonderful Payments Limited is incorporated in England and Wales, registered number is 12601267, registered office Carpenter Court, Maple Road, Bramhall, Cheshire SK7 6DH.

2 Terms used in this Agreement

- 2.1 We use the following defined terms in these Terms and Conditions:

Donor, you or your : as defined in paragraph 1.1;

Donations : means charitable donations made by Donors to the Charity via our Service;

Charity: means any charity that you elect to Donate to (via the Donate Button) and who is registered with Wonderful Payments;

Fundraiser: a fundraiser who solicits or procures Donations from the Donor.

Open Banking: means a secure and simple way for a Donor to give a valuable donation to the Charity directly from the Donor’s bank account. Transactions are authorised from within the Donor’s online or mobile banking app, using the Donor bank’s own security to initiate the payment;

Service : means our Open Banking payment services that enable Donors to make Donations to the Charity;

Wonderful Organisation : means Wonderful Organisation, a non-profit company limited by guarantee under registered number 09818383, and operator of the Wonderful.Org website

Wonderful.Org : means the website at www.wonderful.org, operated by Wonderful Organisation, being a website for fundraisers to raise funds for nominated charities.

Wonderful Payments (also referred to as We, Us, Our): means Wonderful Payments Limited.

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

Donate Button: the button placed on the Charity’s website (or any other platform or communication that the Charity is permitted by us to place the Donate Button) that allows a Donor to donate funds to the Charity through the Service;

Wonderful Payments Website or our Website: means the website at wonderful.co.uk;

Laws means laws, legislation (including statutory instruments, regulations, by-laws, or subordinate legislation), applicable statutory, industry or other professional rules, codes, guidance, regulations, instruments and provisions and **Relevant Laws** means the Laws which applies to the provision and use of the Service and, in the context of obligations of the Donor under this Agreement, all laws applicable to charities

- 2.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement. References to a person includes a natural person, corporate or unincorporated body.

3 Donations

- 3.1 The Service allows Donors to donate to the Charity via a secure Donate Button or URL link on the Charity's website or any other Charity communication or platform.
- 3.2 We do not monitor or control or have any responsibility for how Donor's donations are used by the Charity. If a Donor wishes funds to be used for a specific purpose, we recommend that they liaise directly with the Charity.
- 3.3 You acknowledge that we are not required, and have no obligations under this Agreement, to provide any information to Donors or any other person on how your Donations are used.
- 3.4 We will not be liable to you or any other person for any misuse of funds by any Fundraiser or Charity, or any application of funds in ways not contemplated by Donors.
- 3.5 We do 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 not be liable for any refunds to the Donor under any circumstances (including without limitation if any Fundraising event is not completed or does not go ahead).
- 3.6 By using the Donate Button placed on the Charity website to make your Donation, your email address will be captured in accordance with our Privacy Policy.
- 3.7 Should you agree to Your chosen Charity claiming Gift Aid through HMRC, you agree to us collecting your name, address and email address. We will only use your details for marketing purposes if you give your express consent for us to do so. We will process the data you share with us strictly in accordance with our Privacy Policy.
- 3.8 We do not provide accounting, tax or other financial advice on Donations. If you need advice, you should seek advice from an appropriate professional.
- 3.9 We do not recommend that Donations are made under a Donor's will via the Wonderful Payments service. Professional advice should be sought. If a Donor wishes to provide in a will for a legacy or gift to a Charity, they should seek advice from an appropriately qualified professional such as a solicitor or accountant.

4 Fees

- 4.1 We do not charge the Donor any fees for using the Service.
- 4.2 Each Donation you make via Wonderful.org in relation to a fundraising event carried out by a Fundraiser featured on Wonderful.org will go to the nominated Charity without any deduction for fees. In other cases, for example, where you make a Donation directly to a Charity of your choice using the Service via a Donate Button on the Charity website, a flat transaction fee of 10p plus VAT will be charged to the Charity for each Donation.
- 4.3 Data Protection: We may collect certain personal data from you. This will be processed according to our privacy policy (<https://wonderful.co.uk/privacy>). We agree to comply with all applicable data protection laws, including without limitation the UK General Data Protection Regulation and the Data Protection Act 2018, in connection with processing

of any personal data in connection with this Agreement. We will not process personal data on behalf of the Donor as processor.

5 Charities regulation.

- 5.1 We shall comply with all laws which are applicable to fundraising activities in the United Kingdom which shall include, without limitation, the Charities Act 1992, the Charities Act 2011 and the Charitable Institutions (Fundraising) Regulations 1994 (“Fundraising Laws”).
- 5.2 When you sign up with Wonderful Payments, you agree to give us accurate and complete information.
- 5.3 You agree that you will not do anything that would damage the name or reputation of Wonderful Payments.

6 Onboarding

- 6.1 We reserve the right to refuse your application to access the Service in our discretion if we are not satisfied that all of our requirements have been met and may suspend or terminate your access to the Service should information that raises concern be identified at any time.
- 6.2 We do not provide accounting, tax or other financial advice on donations. Again, please seek advice from an appropriate professional.

7 Donor Obligations

- 7.1 The Donor shall, when using the Service ensure that the Service is only accessed by you or persons you have authorised. If you become aware of or are suspicious that any donation payments you have made are fraudulent or un-authorised you must contact your bank immediately. You and any authorised person must keep login details, passwords, and any other security measures associated with your access to the 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 unauthorised person, or otherwise compromised, you must inform us immediately.
- 7.2 We are not responsible and liable for all acts and omissions of Donors (and liabilities and losses arising from such acts and omissions), including fraudulent acts, inputting any manual payment details, any third party hacking or third party fraud, late arrival of funds and settlement with Donors.
- 7.3 We may suspend your use of the Service and/or terminate your account and the Agreement, in the event that you breach the terms of this Agreement or if there has been any unusual or suspicious activity that we reasonably believe is unlawful or in breach of the terms of this Agreement or is likely to cause harm or damage to any person.

8 Gift Aid

- 8.1 Should you wish to agree to your chosen Charity claiming Gift Aid for your Donation, you must complete a Gift Aid declaration confirming that you pay sufficient tax. You will be required to provide your details to support this declaration in accordance with paragraph 3.7.

9 Our Intellectual Property

- 9.1 The Wonderful Payments service and website, and the intellectual property contained therein is owned by us or our licensors.
- 9.2 You may not use the Wonderful Payments trademark without our express prior written consent.
- 9.3 There may be intellectual property of third parties contained on our Website.
- 9.4 You are not permitted to use any such content on our Website for commercial or any other purposes. You are granted no rights over such intellectual property by using the Wonderful Payments service.
- 9.5 We will take whatever measures we see fit to block your access to the Wonderful Payments service or our 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.

10 Disclaimers and Limitation of Our Liability

- 10.1 Whilst we will make reasonable efforts to make the Service available at all times, we do not warrant that this will be the case.
- 10.2 The Service is provided on an "as is" and "as available" basis and use of the Service is at the Donor's sole risk. We do not guarantee continuous, uninterrupted, error or virus free or secure access to the Service and operation of the Service may be interfered with by numerous factors outside of our control.
- 10.3 We may suspend or interrupt the Service for maintenance, whether planned or otherwise.
- 10.4 Nothing in this Agreement excludes or limits our liability for death or personal injury or fraud (including fraudulent misrepresentation), or any other liability that cannot be excluded or limited by Relevant Laws.
- 10.5 We will have no liability to you for any indirect or consequential loss. We shall not be liable to you or any other person for any of the following losses: loss of profits, loss of business opportunity, loss of sales, loss of Donations, loss of gift aid, loss of revenue, loss of goodwill, loss of opportunity or for loss of any management time, whether such losses are direct or indirect. Subject to the foregoing part of this clause, we will only be liable for losses which are reasonably foreseeable to us.
- 10.6 In any event, our liability to the Donor or any other person (including any Donor, Fundraiser or other User) in connection with this Agreement or the Service (whether for breach of contract, tort (including negligence), breach of statute or otherwise) for any event or series of connected events shall be limited to the greater of £1,000 or 2 per cent of the total Donations paid using the Service by the Donor during the preceding 12 months period ending on the date the circumstances giving rise to the liability first arose.
- 10.7 We shall not be liable to you (and shall be excused performance from affected obligations) if we are prevented, hindered or delayed in or from performing any of our obligations under this Agreement by any event which is beyond our reasonable control, including but not limited to Acts of God (including diseases, pandemics, natural disasters), government requests, changes of law, strikes, industrial disputes, riots, rebellion and wars, refusals of a grant of licence, natural disasters, fires, floods and sabotage, failure of supplies or third party equipment.
- 10.8 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.

11 General

- 11.1 These Terms and Conditions and the Agreement are governed by English law. Any dispute arising out of your use of the Service or otherwise in connection with the operation or interpretation of this Agreement, shall be resolved by and subject to the exclusive jurisdiction of the Courts of England and Wales.
- 11.2 We do not accept any obligation in favour of third parties (other than the Donor) 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. A person who is not a party to these Terms and Conditions has no right to enforce any term of these Terms and Conditions.
- 11.3 Notices under this Agreement should be made in writing and sent by registered post or email to the following addresses:

Notices to Wonderful Payments:

Address: Carpenter Court, Maple Road, Bramhall Cheshire SK7 2DH

Email: notices@wonderful.co.uk

Notices to the Donor:

Address : notified by Donor during the application process or registered office

Email: notified by Donor during the application process.

- 11.4 These Terms and Conditions represent the entire agreement between Wonderful Payments and the Donor and supersede and replace any other terms or representations made orally or in writing.
- 11.5 This Agreement is personal to the Donor and the Donor shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 11.6 We may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of our rights under this Agreement.

12 Term and Termination

- 12.1 This Agreement shall remain in effect for as long as we continue to provide the Service to you until either we or the Donor terminates this Agreement.
- 12.2 You may terminate this Agreement at any time by giving us at least 30 days' prior written notice.
- 12.3 We may terminate this Agreement at any time (i) by 30 days' prior written notice to the Donor, or (ii) immediately by written notice to the Donor if we believe that continuation of this Agreement would be detrimental to Charities, other Donors, our Users or any Fundraisers.
- 12.4 We may terminate this Agreement immediately if you commit a material breach of this Agreement or you commit a non-material breach of this Agreement and (where the breach is remediable) fail to remedy such breach within 30 days of written request.
- 12.5 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 the Agreement without notice.