

## WONDERFUL – FUNDRAISER TERMS

### 1 Information About Us

1.1 We are Wonderful and operate through the following organisations:

1.1.1 Wonderful Organisation – a charitable organisation which is regulated by the Fundraising Regulator. Our entry is available at <https://www.fundraisingregulator.org.uk/directory/wonderful-organisation>; and

1.1.2 Wonderful Payments Ltd – a payment organisation which is regulated by the Financial Conduct Authority as an Authorised Payment Institution with registration number 964289. Our entry is available at <https://register.fca.org.uk/s/firm?id=0014G00002rjKwSQU>

being “we”, “our” or “us” for the purposes of these Terms.

1.2 Our corporate registration details are as follows:

1.2.1 Wonderful Organisation (company number 9818383); and

1.2.2 Wonderful Payments Ltd (company 12601267)

being “we”, “our” or “us” for the purposes of these Terms.

1.3 Our registered office is at 41 Luke Street, London, England, EC2A 4DP.

1.4 Wonderful Payments Ltd is not involved or responsible for the provision of the Fundraiser Services.

### 2 How to contact us

2.1 We are available to discuss any queries you have regarding our provision of the Fundraiser Services.

2.2 Please contact us by

2.2.1 email at [hello@wonderful.org](mailto:hello@wonderful.org);

2.2.2 telephone at 0330 002 1347; and

2.2.3 post at our registered office address above.

### 3 Our Platform

3.1 By using our Platform, the Apps and the Fundraiser Services, you confirm that you accept these Terms and agree to comply with them.

3.2 If you do not agree to these Terms, you must not use our Platform, the Apps or the Fundraiser Services.

3.3 We recommend that you print a copy of these Terms for future reference.

### 4 Registration

4.1 Your use of our Platform, the Apps and the Fundraiser Services is subject to you completing the Registration Process at <https://wonderful.org/register>.

4.2 Our Registration Process requires you to complete the following details:

4.2.1 Profile – name, address, mobile number, social media account details (optional), fundraising updates (optional) and contact preferences;

4.2.2 Security – email, Platform password, App passwords, two-factor authentication and other security measures;

4.2.3 Charities – details of any Charity you are conducting fundraising in aid of;

4.2.4 Fundraising Page – create a fundraising page for the Charity you are supporting.

4.2.5 Regulatory Notice – confirmation that you have read the Guidance Notes.

4.3 We may undertake certain verification checks before accepting you as a Fundraiser on our Platform or to use our Apps.

4.4 We will also undertake verification checks to establish your selected Charity is registered with a Charity Regulator. Where they are not then we will not be able to set up a Fundraising Page for you.

4.5 You may be required to provide supporting documentation during our registration process. We will notify you if we require information during these verification checks, or identify concerns with the information you have provided.

4.6 We reserve the right to refuse your registration to access the Platform (or the Apps) as a Fundraiser 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 Platform and/or the Apps should information that raises concern be identified at any time.

### 5 Fundraiser Services

5.1 Upon completion of the Registration Process set out at clause 4, we shall provide the Fundraiser Services to you and permit your access to the Platform and/or the Apps until this is ended by you or us in accordance with clause 17 (*Termination by us*) or clause 18 (*Termination by you*).

5.2 Will provide the Fundraiser Services with reasonable care and skill.

### 6 Fundraising Page

6.1 Our Platform allows you as a Fundraiser to construct a Fundraising Page for your selected Charity.

6.2 We will only allow a Fundraising Page to be created for a Charity which

6.2.1 is registered in the United Kingdom with a bank account located in the United Kingdom;

6.2.2 has been registered with a Charity Regulator for a period of at least 18 months; and

- 6.2.3 is registered or exempt from registration with a Charity Regulator in order to reclaim Gift Aid.
- 6.3 The Fundraising Page will allow you to:
  - 6.3.1 collect Donations for your Fundraising Event;
  - 6.3.2 link through to a specific fundraising event for the Charity (e.g. London Marathon);
  - 6.3.3 benefit from various features, including submitted details of the Fundraising Page title, page subtitle, fundraising banner, fundraising goal and fundraising event date;
- 6.4 The Donation process on the Platform shall operate as follows:
  - 6.4.1 the Donor shall tap the Donate Button on the Platform or scan a QR code to initiate payment;
  - 6.4.2 the Donor will enter all the required information to carry out the Donation (such as customer name, Gift Aid details and an email address);
  - 6.4.3 a communication channel shall be established between the Donor and the Donor's bank;
  - 6.4.4 the Donor's bank will then validate the credentials and authorise the payment;
  - 6.4.5 following the Donor's authentication, the Donation will transfer directly to your bank account.
- 6.5 Our Apps shall operate as follows.
  - 6.5.1 the Donor taps the Donate Button on the Platform or scans a QR code to initiate a donation;
  - 6.5.2 the Donor enters all the required information to carry out the Donation (such as customer name, Gift Aid details and an email address);
  - 6.5.3 the Donor selects their account provider.
  - 6.5.4 explicit consent to initiate a payment is obtained from the Donor to initiate a payment from their account.;
  - 6.5.5 a communication channel is established between us and the Donor's chosen bank;
  - 6.5.6 the Donor's bank then presents a pre-populated, fixed payment order, to be authorised by the Donor;
  - 6.5.7 following payment authorisation, the funds will transfer directly to the charity's bank account;
  - 6.5.8 the Donor is redirected back to the Platform to receive confirmation of payment details and status.

## **7 Your Obligations**

- 7.1 You shall:
  - 7.1.1 as part of the Registration Process, provide us with information and any documents requested by us;
  - 7.1.2 ensure that all information you provide to us in connection with the Registration Process is accurate and complete;
  - 7.1.3 comply with all Fundraising Laws that are applicable to activities in connection with your use of the Fundraiser Services, including the Fundraising Regulator's Code of Practice;
  - 7.1.4 notify us immediately if there is any changes to any information provided to us, your status or other circumstances that would have been relevant at the time of your completion of the Registration Process, including if you are investigated or fined by a Charity Regulator as a result of irregular practices or any breaches of Fundraising Laws;
  - 7.1.5 not engage in any activity, practice or conduct which would constitute an offence under any anti-bribery and anti-corruption law, including but not limited to the Bribery Act 2010.
  - 7.1.6 comply with all Applicable Laws;
  - 7.1.7 not do anything that would damage our name or reputation and that you are not aware of any facts or circumstances that would be likely to bring our name into disrepute through our association with you;
  - 7.1.8 be responsible for all sales, marketing and account management in relation to fundraisings events. We shall have no responsibilities or obligations in connection with such matters or any obligations to procure Donors or Donations for you or for any fundraising events.
- 7.2 You shall in relation to using the Platform and the Apps:
  - 7.2.1 ensure that only you access the Platform and the Apps in relation to your Fundraiser Profile;
  - 7.2.2 keep your Fundraiser Profile login details, passwords, and any other security measures associated with your or authorised user access to the Platform and the Apps are stored securely;
  - 7.2.3 inform us immediately 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;

- 7.2.4 not upload offensive, obscene, racist or defamatory materials, or anything which may reasonably cause offence, or anything which is a misrepresentation of fact;
- 7.2.5 not upload any information that you have received in confidence without checking with the appropriate person that you are entitled to place such information in the public domain;
- 7.2.6 not harass, abuse, bully or otherwise cause alarm to other users of the Platform or the Apps;
- 7.2.7 send unsolicited communications, including emails to other Platform or App users;
- 7.2.8 not upload material that is unrelated to the event you wish to support or which is not relevant to the activities you are undertaking in order to raise funds through Donations;
- 7.2.9 not undertake any activities which require a specific consent or authorisation, without obtaining such authorisation in advance. If we request a copy of such authorisation and you fail to provide evidence of such authorisation within a reasonable time determined by us, we may remove the relevant content;
- 7.2.10 not disclose the personal information of any Platform or App user or other person without their express consent;
- 7.2.11 not try to interrupt, overload, disrupt or corrupt the Platform or App;
- 7.2.12 not introduce any content which contains viruses, malware, Trojan horses or other malicious programmes or code;
- 7.2.13 not attempt to gain unauthorised access to our Platform or the Apps, the server on which our site is stored or any server, computer or database connected to our Platform or the Apps;
- 7.2.14 not disclose the personal information of any user of the Platform of the Apps without their express consent;
- 7.2.15 not interrupt, disrupt or corrupt the Platform of the Apps.
- 7.3 Where you fail to comply with these Terms, we shall not be liable for any losses or liabilities arising from our failure or delay to perform any of our obligations arising due to your default.
- 7.4 Where your failure to comply with these Terms impacts on our performance of our obligations under these Terms, we shall have the right to suspend performance of the Fundraiser Services until your default has been remedied.

## **8 Donors**

- 8.1 We recognise that you will work with Donors to obtain Donations through the Platform or the

Apps. A Donor's use of our Platform and the Apps shall be subject to the Consumer Terms.

- 8.2 We are not responsible and liable for acts and omissions relating to Donations made by the Donor, including fraudulent acts, inputting any manual payment details, any third-party hacking or third party fraud.
- 8.3 We shall not under any circumstances be liable to refund any Donation to a Donor.

## **9 Charities**

- 9.1 We are not responsible for:
  - 9.1.1 the activities of any Charity to which Donations are made who must have the appropriate authorisation, permit or licence to operate as a Charity, as required by Applicable Laws;
  - 9.1.2 any dissatisfaction you may have regarding a Charity's use of any Donation you have generated through the Platform or the Apps.
- 9.2 After Donations are made to the Charity all further dealings are solely between you and the Charity to which you generated Donations in aid of.

## **10 Fees**

- 10.1 We do not charge Fundraisers for use of our Platform or the Apps.
- 10.2 We do not make any deductions from Donations you generate through your Fundraising Page. All the Donations go to the Charity without deduction.

## **11 Our Intellectual Property**

- 11.1 We retain all intellectual property rights in relation to the Fundraiser Services (including the Platform and the Apps).
- 11.2 You are permitted to use Fundraiser Services in accordance with these Terms. You do not acquire any intellectual property rights in relation to the Fundraiser Services (including the Platform and the Apps).
- 11.3 You may print off one copy, and may download extracts, of any page(s) from our Platform or Apps for your personal use and you may draw the attention of others within your organisation to content posted on our Platform or Apps.
- 11.4 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 11.5 Our status (and that of any identified contributors) as the authors of content on our Platform and the Apps must always be acknowledged (except where the content is user-generated).
- 11.6 You must not use any part of the content on our Platform or the Apps for commercial purposes.
- 11.7 If you print off, copy, download, share or repost any part of our Platform or the Apps in breach of these Terms, your right to use our Platform and

the Apps will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

- 11.8 We will take whatever measures we see fit to block your access to the Services or our Platform and Apps if we reasonably believe you are gathering or extracting content by any means for any purpose not approved by us in these Terms or otherwise approved by us in writing.

## 12 Trade Marks

- 12.1 All trade-marks, logos and trade names ("**Marks**") owned or used by us in the course of its business are our property. We reserve all right in relation to the use of the Marks.
- 12.2 You are not permitted to use the Marks or any marks similar to the Marks without our prior written consent.

## 13 Your Content

- 13.1 Where you upload or post content to our Platform (or Apps), you grant us the right to host that content on our Platform (or Apps) until you remove it from the Platform (or Apps) or until your use of the Platform and/or Apps is terminated in accordance with these Terms.
- 13.2 You are responsible for ensuring that the content you are uploading to the Platform or Apps, including pictures, photographs and any videos, is your original work and/or you have the right and/or licence necessary to upload it and it is not copyright-protected.
- 13.3 Where you upload any content to the Platform or Apps which is copyright-protected then you must obtain the copyright owner's written consent to use it.
- 13.4 We reserve the right to remove any pictures, photographs, videos or copy from your Fundraising Page and/or Fundraiser Profile at our sole discretion and without notice if the copyright status is in any doubt.
- 13.5 Where comments are enabled on the Platform and/or Apps, we reserve the right to moderate any comments made by Donor's or other users of the Platform and/or Apps whether in relation to the Fundraising Event, the Charity, Donors or otherwise.

## 14 No text or data mining, or web scraping

- 14.1 You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our Platform, the Apps or any services provided via, or in relation to, our Platform or Apps. This includes using (or permitting, authorising or attempting the use of):
- 14.1.1 any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.

14.1.2 any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

- 14.2 The provisions in this clause should be treated as an express reservation of our rights in this regard.

## 15 Disclaimers

- 15.1 The Services are provided on an "as is" and "as available" basis and you agree that your use of the Fundraiser Services is at your sole risk.
- 15.2 We do not guarantee continuous, uninterrupted, error or virus free or secure access to the Platform or the Apps and operation of the Fundraiser Services may be interfered with by numerous factors outside of our control. All terms implied by law, custom or otherwise are excluded to the fullest extent permissible by law.
- 15.3 We may suspend or interrupt use of the Platform or the Apps for maintenance, whether planned or otherwise at any time.
- 15.4 We may also amend the scope and the extent of the Fundraiser Services from time to time.
- 15.5 We will use reasonable efforts to provide you with notice of any significant periods of maintenance and interruption to the Service and any changes to the Fundraiser Services that materially affect how you receive the Services.
- 15.6 Our content on this Platform and the Apps is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Platform and the Apps.
- 15.7 Although we make reasonable efforts to update the information on our Platform and the Apps, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

## 16 Our Liability

- 16.1 We are not responsible to you for the following types of losses:
- 16.1.1 **Donations:** failure by you to achieve a set fundraising goal;
- 16.1.2 **Gift Aid:** failure to obtain gift aid by a Charity;
- 16.1.3 **Third Party Bank:** losses caused by the failure of a Third Party Bank to effect payment in respect of a Donation;
- 16.1.4 **Unexpected:** it was not obvious that it would happen and nothing you said to us before we entered into the Contract meant we should have expected it (so, in the law, the loss was unforeseeable);

- 16.1.5 **Suspension or Termination:** where we suspend or terminate the Service in accordance with these Terms;
- 16.1.6 **Events Outside Our Reasonable Control:** for losses specified in clause 29 (*Events Outside Our Reasonable Control*);
- 16.1.7 **Avoidable:** something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- 16.1.8 **Business loss:** it relates to your use of the Fundraiser Services for the purposes of your trade, business, craft or profession.

## 17 Termination by us

- 17.1 We can terminate our provision of the Fundraiser Services at any time upon providing at least 90 (ninety) days' written notice to you.
- 17.2 We can terminate our provision of the Fundraiser Services to you upon immediate notice to you, where:
  - 17.2.1 you are in breach of these Terms;
  - 17.2.2 the Charity in relation to which you are conducting the Fundraising Event for has its charitable status removed by a Charity Regulator or is subject to regulatory action by a Charity Regulator;
  - 17.2.3 in our reasonable opinion continuing to provide the Fundraiser Services to you will have a negative effect on our reputation (for example, circumstances you are conducting a Fundraising Event for a Charity who is involved in unethical activities).
- 17.3 We can exercise our termination rights under this clause 17 in relation to any or all elements of the Fundraiser Services, including your Fundraising Page and/or Fundraiser Profile.

## 18 Termination by you

You can discontinue your use of the Fundraiser Services (which includes closure of your Fundraising Page and/or Fundraiser Profile) at any time by providing us with 30 (thirty) days' written notice.

## 19 Effect of Termination

- 19.1 Upon termination of your use of the Fundraiser Services:
  - 19.1.1 your access to the Platform and/or the Apps may be restricted;
  - 19.1.2 we may elect to remove your Fundraising Page but we are not obligated to do so;
  - 19.1.3 we will remove your Fundraising Page upon your request.

## 20 Data Protection

These Terms need to be read alongside our privacy policy (<https://wonderful.org/privacy>),

which sets out how and for what purposes we process and personal data that is collected from you in connection with your use of the Fundraiser Services.

## 21 Your linking to our Platform and Apps

- 21.1 You may link to our home pages for the Platform and/or Apps, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 21.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 21.3 You must not establish a link to our Platform or Apps in any website that is not owned by you.
- 21.4 Our Platform and Apps must not be framed on any other site, nor may you create a link to any part of our Platform or Apps other than the home page.
- 21.5 We reserve the right to withdraw linking permission without notice.
- 21.6 If you wish to link to or make any use of content on our Platform or Apps other than that set out above, please contact us at the details set out at clause 2 (*How to contact us*).

## 22 Websites we link to

- 22.1 Where our Platform or Apps contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 22.2 We have no control over the contents of those sites or resources.

## 23 User-generated content is not approved by us

Our Platform and/or Apps may include information and materials uploaded by other users of the Platform and/or Apps, including to social media pages, video-sharing sites, bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our Platform do not represent our views or values.

## 24 Complaints

Our customer service team will do their best to resolve any problems you have with us or our services as per our complaints policy: <https://wonderful.org/complaints>

## 25 Subcontracting

We may sub-contract our or obligations to a third party without consent. We shall, however, remain liable for the performance of such sub-contractors.

## 26 Transfer of Platform and Apps

- 26.1 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we

will ensure that the transfer will not affect your rights under the contract.

- 26.2 You can only transfer your contract with us to someone else if we agree to this. We can decide whether to agree or refuse in our sole discretion.

## 27 Withdrawal of Platform and Apps

We do not guarantee that our Fundraiser Services (including Platform or the Apps), or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Fundraiser Services for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

## 28 Confidentiality

- 28.1 We will keep your information confidential and shall not disclose it to any third party, except as permitted by clause 28.2.

- 28.2 We may disclose your information:

28.2.1 between our group companies – Wonderful Organisation and Wonderful Payments Ltd);

28.2.2 to our employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out our obligations under these Terms;

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

- 28.3 We will ensure that any group companies, employees, officers, representatives, contractors, subcontractors or advisers to whom we disclose your confidential information shall comply with this clause 28.

## 29 Events Outside Our Reasonable Control

We shall not be liable or be in breach of these Terms by reason of any delay or failure to perform our obligations under these Terms if the delay or failure was due to reasons beyond our reasonable control (including any strike, lockout or other industrial action, act of God, natural disasters, epidemics, pandemics, government or other statutory body's action or any third party services).

## 30 Changes to these Terms

We amend these Terms from time to time. Every time you wish to use our Platform or the Apps, please check these Terms to ensure you understand the terms that apply at that time.

## 31 Changes to Fundraiser Services, Platform and Apps

We may update and change our Fundraiser Services, Platform and/or Apps from time to time to reflect changes to our services, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

## 32 Delay in Exercising Rights

Even if we delay in enforcing these Terms, we can still enforce it later. We might not immediately chase you for not doing something or for doing something you're not allowed to, but that doesn't mean we can't do it later.

## 33 Separate Terms

Each of the clauses of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

## 34 Notices

- 34.1 Notices or any communications to us should be sent to us via the contact details stated at clause 2 ("*How to Contact Us*") above.

- 34.2 We will send notices or communications to you to the contact details specified in your Fundraiser Profile.

## 35 Third Party Rights

These Terms are between you and us and no other person shall have any rights to enforce any of its terms.

## 36 Law and jurisdiction

- 36.1 These Terms, their subject matter and their formation are governed by English law.

- 36.2 You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

## 37 Definitions and interpretation

- 37.1 In addition to any other terms defined in these Terms, the following defined terms have the following meaning:

**Applicable Laws:** all applicable laws, regulations, regulatory requirements, codes of practice and guidance in force from time to time governing the performance or receipt of the Fundraiser Services;

**Apps:** our mobile apps provided for your use as part of the Fundraiser Services;

**Charity:** a charity operating in the United Kingdom and registered with a Charity Regulator;

**Charity Regulator:** any of The Charity Commission for England and Wales, the Office of the Scottish Charity Regulator or The Charity Commission for Northern Ireland;

**Consumer Terms:** our terms which (amongst other things) apply to a Donor's use of the Platform and/or Apps to make a Donation;

**Donate Button:** the button placed on our Platform that allows a Donor to donate funds via your Fundraising Page to a Charity;

**Donation:** a charitable donation made by Donors to a Charity through our Platform or via the Apps;

**Donor:** a person who makes a Donation;

**Fundraiser:** you, being an individual (and not a corporate entity) who wishes to set up a Fundraiser Profile and Fundraising Page to collect Donations for a Charity;

**Fundraiser Profile:** a user profile on our Platform and/or Apps (as applicable) which includes details about you;

**Fundraiser Services:** the provision of the Platform and the Apps to you which allows you to collect Donations in aid of a Charity;

**Fundraising Event:** the fundraising event you are seeking Donations in aid of via the Platform and the Apps;

**Fundraising Laws:** Charities Act 1992, the Charities Act 2011 and the Charitable Institutions (Fundraising) Regulations 1994 and any related laws applicable to fundraising activities in England and Wales.

**Fundraising Page:** a fundraising page on our Platform and/or Apps which allows you to collect Donations in aid of a Charity;

**Fundraising Regulators Code of Practice:** the Fundraising Regulators code of practice as available at <https://www.fundraisingregulator.org.uk/code>;

**Guidance Note:** our guidance note on the Platform regarding your obligations in respect of the Fundraising Law and Fundraising Regulators Code of Practice;

**Platform:** our website which allows (i) you to create a Fundraiser Profile and Fundraising Page and (ii) Donors to make Donations, as available at <https://wonderful.org/charities>;

**Registration Process:** the registration process set out on our Platform at <https://wonderful.org/register>;

**Terms:** these terms and conditions that govern the Fundraiser Services;

**Third Party Bank:** a recognised third party bank or financial institution which processes payment instructions received from the Donor to effect a Donation or facilitates receipt of the Donation to the Charity;

**you** or **your:** the person whose registers via the Registration Process on our Platform and/or Apps to set up a Fundraiser Profile and/or Fundraising Page.

following the terms including, include, in particular, for example or any similar expression shall be construed without limitation.

- 37.2 Unless otherwise stated in these Terms: (a) the headings are included for convenience only; (b) words in the singular shall include the plural and vice versa, references to any gender shall include all genders and references to legal persons shall include natural persons and vice versa; (c) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; and (d) any words