

## WONDERFUL – MERCHANT 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=0014G00002rjKwSQUA>

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 Our services are structured as follows:

1.4.1 Wonderful Organisation is responsible to you for the supply of the Charity Services; and

1.4.2 Wonderful Payments Ltd is responsible to you for the supply of the Transaction Services.

### 2 How to contact us

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

2.2 Please contact us by

2.2.1 email at [hello@wonderful.co.uk](mailto:hello@wonderful.co.uk)

2.2.2 telephone at 0333 443 3333; and

2.2.3 post at our registered office address above.

### 3 Contract

3.1 Our Contract with you is made up of these Terms and the Order Form.

3.2 The Contract governs our supply of the Services to you and apply to the exclusion of any other terms that you may seek to impose or incorporate.

3.3 You should read these Terms in full but we bring your attention to clause 11 (*Use of Services*), clause 15 (*Disclaimers*) and clause 16 (*Our Liability*) which set out provisions restricting our obligations and liability.

### 4 Term

4.1 The Contract shall commence on the Commencement Date.

#### Charities

4.2 Where you are a Charity, the Contract shall have no minimum term and shall continue until terminated in accordance with clause 17 (*Termination*).

#### Business

4.3 Where you are a Business, the Contract shall remain in effect for the Initial Term or if not specified, as long as we continue to provide the Services to you until either we or you terminate the Contract.

4.4 Further to clause 4.3, on completion of the Initial Term, the Contract will automatically renew for consecutive annual terms (each, a “**Renewal Term**”) unless either party gives the other party notice in writing that it does not want to renew at least 30 (thirty) days prior to the end of the Initial Term or any Renewal Term as applicable.

### 5 Charities

5.1 Where you are a Charity and wish to use the Services you must:

5.1.1 be registered in the United Kingdom with a bank account located in the United Kingdom;

5.1.2 have submitted your first annual accounts to your Charity Regulator; and

5.1.3 be registered or exempt from registration with a Charity Regulator in order to reclaim Gift Aid.

5.2 Where you are a Charity, we shall provide you with the Charity Services and the Transaction Services.

5.3 Where you are a Charity, you permit us to deploy the Donate Button on your Website for the duration of the Contract.

5.4 We recognise that you may work with Fundraisers to increase Donations through the Platform or the Apps. A Fundraiser’s use of our Platform and the Apps shall be subject to the Fundraiser Terms.

### 6 Business

6.1 Where you are a Business, you must be registered in the United Kingdom with a bank account located in the United Kingdom.

6.2 Where you are a Business, we will provide you with the Transaction Services.

### 7 Registration

7.1 Before accepting you to use the Services, we undertake anti-money laundering (AML) and other Know your Customer (KYC) checks on you as required by Applicable Law.

7.2 You will be required to provide all necessary supporting documentation during our registration and on-boarding process. You shall ensure that that all information you provide to us in connection

with your registration to use the Service will be accurate and complete. We will notify you if we require any further information during these checks, or identify concerns with the information you have provided.

- 7.3 We reserve the right to refuse your application to access the Services 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 Services should information that raises concern be identified at any time.
- 7.4 You will notify us immediately if there are any changes to any information provided to us, your status or other circumstances that would have been relevant at the time of your application. Where you are a Charity this includes if you are investigated or fined by a Charity Regulator as a result of irregular practices or any breaches of Fundraising Laws;
- 7.5 Other than AML and KYC checks specified in this clause 7, we do not undertake audits or verification checks against you, beyond confirming from publicly available information. Where you are a Charity we may confirm with a Charity Regulator that you have obtained charitable status.

## **8 Fees**

### Charities

- 8.1 We do not charge any Charity for the provision of the Services (including any deduction of bank transaction costs from Donations) so the remaining provisions of this clause 8 shall not apply to any Charity in relation to the Contract.

### Businesses

- 8.2 Where you are a Business, the provisions of clause 8.3 to 8.11 shall apply to you.
- 8.3 You shall pay the Set-Up Fee and first instalment of the Subscription Fee on or before the commencement of the Initial Term plus any applicable taxes.
- 8.4 You shall pay the remaining Subscription Fees and any other agreed fees, expenses and taxes within 30 (thirty) days of the date of the invoice in full and in cleared funds to a bank account nominated by us in writing from time to time. The Subscription Fee is payable monthly.
- 8.5 The Subscription Fee is limited to the Usage of the Service specified in the Order Form. Any Usage in excess of the amount specified in the Order Form shall be subject to Overage Charges payable by you monthly in arrears. We will calculate the Overage Charges each month.
- 8.6 The Fees are fixed for the Initial Term based on the Usage, subject to any Overage Charges. We will do the true-up to find the actual Usage at the end of each month. Overage Charges shall be calculated based on the rates stated in the Order Form.
- 8.7 The Fees for any Renewal Term will be assessed at the time of renewal and may be subject to increase at our then current rates.

- 8.8 All amounts payable by you under the Contract are exclusive of value added tax and other sales tax that shall be charged to you at the applicable rates.
- 8.9 If you fail to make a payment due to us by the due date, we have the right to:
- 8.9.1 suspend, cancel, or terminate performance of all or part of the Services, if full payment is not received by us within 10 (ten) days after we provided notice of non-payment to you; and
- 8.9.2 charge interest on the overdue sum from the due date until payment of the overdue sum, accruing each day at 3% a year above the Bank of England's base rate from time to time.
- 8.10 All amounts due to us under the Contract shall be paid in full without any set-off, chargeback or deduction.
- 8.11 You shall allow us or our auditor to audit the Usage of the Services in order to audit compliance with the Contract. Each audit may be conducted no more than once per quarter, at our expense, and this right shall be exercised with reasonable prior notice, in such a way as not to impact with your normal conduct of business.

## **9 Obligations and Warranties**

- 9.1 Will provide the Services with reasonable care and skill.
- 9.2 We and you warrant to the other that the relevant party:
- 9.2.1 has full capacity and all necessary licences, permits and consents to enter into and to perform the Contract;
- 9.2.2 shall comply with all Applicable Laws;
- 9.2.3 shall 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.

## **10 Transaction Services**

### Charities

- 10.1 Where you are a Charity, the provisions of clauses 10.2 to 10.5 shall apply.
- 10.2 The Transaction Services are provided to you by the integration of our API which acts as a bridge between you through your Website, the Platform or the Apps (as applicable) and the Donor to procure Donations.
- 10.3 When transacting through the Platform or your Website, the Donation process shall operate as follows:
- 10.3.1 the Donor shall press the Donate Button on the Platform or your Website;
- 10.3.2 the Donor will enter all the required information to carry out the Donation (such as customer name and email address);

- 10.3.3 a communication channel shall be established between the Donor and the Donor's bank;
  - 10.3.4 the Donor's bank will then validate the credentials and authorise the payment;
  - 10.3.5 following the Donor's authentication, the Donation will transfer directly to your bank account.
- 10.4 When transacting through the Apps, the Donation process shall operate as follows:
- 10.4.1 optionally specify a fixed or suggested donation amount;
  - 10.4.2 generate a secure donation link and accompanying QR code;
  - 10.4.3 present the QR code to the Donor or share the payment link using the native device functionality.
- 10.5 You authorise us to facilitate Donations to be carried out through your Website, the Platform or the Apps using our API.

#### Businesses

- 10.6 Where you are a Business, the provisions of clauses 10.7 to 10.10 shall apply.
- 10.7 The Transaction Services are provided to you by the integration of our API which acts as a bridge between you through your Website or the Apps and the Consumer to procure Sales Transactions.
- 10.8 When transacting through your Website, the Sales Transaction process shall operate as follows:
- 10.8.1 the Consumer will enter all the required information to carry out the Sales Transaction (such as customer name and email address);
  - 10.8.2 a communication channel shall be established between the Consumer and the Consumer's bank;
  - 10.8.3 the Consumer's bank will then validate the credentials and authorise the payment;
  - 10.8.4 following the Consumer's authentication, the Sales Transaction will transfer directly to your bank account.
- 10.9 When transacting through the Apps, the Sales Transaction process shall operate as follows:
- 10.9.1 specify transaction value, quantity and a description of the billed product or service;
  - 10.9.2 specify customer details such as email address and full name;
  - 10.9.3 generate a secure donation link and accompanying QR code;
  - 10.9.4 present the QR code to Consumer or share the payment link using the native device functionality.
- 10.10 You authorise us to facilitate Sales Transactions to be carried out through your Website and our Apps using our API.

#### General

- 10.11 Transactions are authorised from within the Donor's or Consumer's online or mobile banking app, using the Donor's or Consumer bank's own security to initiate the payment;
- 10.12 We may suspend or terminate your access to the Services if we reasonably believe you are gathering or extracting content by any means for any purpose not approved by us in the Contract, or if you are using the Services in breach of Applicable Laws or in breach of the Contract.

### **11 Use of Services**

#### Charities

- 11.1 By entering into the Contract you (acting as a Charity) confirm that we are authorised to allow Fundraiser's to conduct fundraising in aid of you by soliciting Donations through your Website, the Platform or the Apps.
- 11.2 We shall not under any circumstances be liable to refund any Donation to a Donor.
- 11.3 We are not responsible and liable for acts and omissions relating to Donations made by a Donor, including fraudulent acts, inputting any manual payment details, any third-party hacking or third party fraud.
- 11.4 You shall comply with all Fundraising Laws that are applicable to activities in connection with your use of the Services.
- 11.5 Whilst we insist that you as a Charity comply with Applicable Law, we do not monitor or control how Donations are used by you as a Charity.
- 11.6 You are 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 Donor's or Donations for you or for any fundraising events.

#### Businesses

- 11.7 We are not responsible or liable for Losses relating to Sales Transactions, including fraudulent acts, inputting any manual payment details, any third-party hacking or third party fraud.
- 11.8 The contract for sale of the Products to which the Sales Transaction relates is between you and the Consumer. We do not take any responsibility or liability for your failure to perform your responsibilities owed to the Consumer. You shall liaise directly with the Consumer in the event of any failure by you to perform your obligations.
- 11.9 You are responsible for your own sales, marketing and account management.
- 11.10 You will reimburse us in full on demand against all Losses suffered or incurred by us arising out of or in connection with any claims brought by a Consumer against us in relation to the Products.

#### Admin Area

- 11.11 During the term of the Contract (and as part of our customer on-boarding process), you will have

access to the Admin Area. You shall not upload any Inappropriate Content onto the Admin Area and any such use of the Admin Area will be subject to separate terms of use applicable to the Admin Area (notified to you from time to time).

11.12 Charities and Businesses using our Apps will be governed by the App Store EULAs of the associated App Stores.

## 12 Your Obligations

12.1 You shall co-operate with us in all matters relating to the Services, including:

12.1.1 providing us with such information and materials as we may reasonably require in order to supply the Services; and

12.1.2 ensuring that such information is complete and accurate in all material respects.

12.2 You will 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;

12.3 You shall ensure, when using the Services, that the Platform and the Apps are only accessed by you or persons authorised by you.

12.4 You must keep login details, passwords, and any other security measures associated with your or authorised user access to the Platform and the Apps stored securely.

12.5 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.

12.6 You are responsible for the training of users in relation to the use of the Platform and the Apps.

12.7 You shall not (and shall ensure that all authorised users shall not) in relation to the Platform and the Apps:

12.7.1 upload offensive, obscene, racist or defamatory materials, or anything which may reasonably cause offence, or anything which is a misrepresentation of fact;

12.7.2 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;

12.7.3 harass, abuse, bully or otherwise cause alarm to other users;

12.7.4 send unsolicited communications, including emails to other users;

12.7.5 where you are a Charity, 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;

12.7.6 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;

12.7.7 disclose the personal information of any user or other person without their express consent;

12.7.8 try to interrupt, overload, disrupt or corrupt the Platform or the Apps;

12.7.9 introduce any content which contains viruses, malware, Trojan horses or other malicious programmes or code;

12.7.10 disclose the personal information of any user without their express consent.

12.8 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.

12.9 Where your default impacts on our performance of our obligations under the Contract, we shall have the right to suspend performance of the Services until your default has been remedied by you.

## 13 Our Intellectual Property

13.1 Our IPR is owned by us or our licensors.

13.2 We hereby grant to you a limited revocable, non-exclusive, royalty free licence during the term of the Contract (with no right to sub-license assign or otherwise transfer the rights under the Contract) to use Our IPR to enable you to internally use the Services and for no other purpose.

13.3 Except as set out in the Contract, you are granted no rights over Our IPR by using the Services.

13.4 We will take whatever measures we see fit to block your access to the Services or our Platform and/or the 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.

13.5 Our provision of the Services to you is non-exclusive. Nothing in the Contract will stop or limit us from providing software, materials, or services for ourselves or other customers, irrespective of the possible similarity of such software, materials or services to those that might be delivered to you.

13.6 Provided that we comply with our confidentiality obligations relating to the disclosure of Confidential Information to third parties in these Terms we may use the Residuals.

## 14 Trade Marks

14.1 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 Intellectual Property Rights in relation to the use of the Marks.

14.2 You shall not use the Marks or any marks similar to the Marks without our prior written consent.

## 15 Disclaimers

- 15.1 The Services are provided on an "as is" and "as available" basis and you agree that your use of the Services is at your sole risk.
- 15.2 We do not guarantee continuous, uninterrupted, error or virus free or secure access to the Services and operation of the 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 the Services for maintenance, whether planned or otherwise at any time.
- 15.4 We may also amend the scope and the extent of the 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 Services that materially affect how you receive the Services.

## 16 Our Liability

### Our liability to charities

- 16.1 Where you are a Charity, our total aggregate liability to you in connection with the Contract shall be limited in each Contract Year to the greater of:
- 16.1.1 an amount equal to 0.5% of the total Donations received by the Charity (in connection with the event or events promoted on your Website, the Platform or our Apps) during the relevant Contract Year; or
- 16.1.2 £1,000.

### Our liability to businesses

- 16.2 Where you are a Business, our total aggregate liability to you under or in connection with the Contract shall be limited in each Contract Year to the greater of:
- 16.2.1 an amount equal to 125% of the fees paid to us by you during the relevant Contract Year; or
- 16.2.2 £1,000.

### Excluded Losses

- 16.3 We are not responsible to you for the following types of losses:
- 16.3.1 **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) being labelled as indirect or consequential loss;
- 16.3.2 **Third Party Bank** - losses caused by the failure of a Third-Party Bank to effect payment in respect of a Donation or a Sales Transaction;
- 16.3.3 **Suspension or Termination** – where we suspend or terminate the Service in accordance clause 10.11;

- 16.3.4 **Events Outside Reasonable Control** – for losses specified in clause 22 (*Events Outside Reasonable Control*);
- 16.3.5 **Donations or Gift Aid** - loss of donations or gift aid, where you are a Charity;
- 16.3.6 **Specific Business Losses** - loss of profits, loss of business opportunity, loss of sales, loss of sales payment, loss of revenue, loss of goodwill, loss of opportunity, or for loss of any management time.

- 16.4 References to liability in the Contract includes every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence) or breach of statutory duty or otherwise.
- 16.5 Nothing in the Contract excludes or limits either party's liability to the other which cannot lawfully be excluded or limited, including liability for fraud, death or personal injury caused by its negligence.

## 17 Termination

### Our termination rights

- 17.1 We may terminate the Contract at any time during the Term:
- 17.1.1 for convenience, by giving at least 30 (thirty) days' prior written notice to you. Where we terminate for convenience we shall provide a pro-rata refund for any Fees paid in advance for Services not received by you;
- 17.1.2 if we receive a regulatory, governmental or any other judicial or banking partner or payment provider instruction or notice to suspend or terminate the Contract;
- 17.1.3 where you are a Charity, you have your charitable status removed or are subject to regulatory investigation or action by a Charity Regulator; or
- 17.1.4 immediately by written notice to you if in our reasonable opinion continuing to provide the Services to you will have a negative effect on our reputation (for example, circumstances which may cause a negative effect on our reputation is if you trade in unethical goods or services).

### Charity termination rights

- 17.2 Where you are a Charity, you may terminate the Contract at any time by giving us at least 30 (thirty) days' prior written notice.

### Business termination rights

- 17.3 Where you are a Business, you may terminate the Contract in accordance with the provisions of clause 4.4 (*Term*).

### Mutual termination rights

- 17.4 Either party may terminate the Contract immediately if the other party:

- 17.4.1 commits a material breach of the Contract or a non-material breach of the Contract and (where the breach is remediable) fails to remedy such breach within 30 (thirty) days of written request to do so; or
- 17.4.2 is unable to pay its debts within the meaning of the Insolvency Act 1986, ceases to carry on business, and/or a liquidator, examiner, administrator, receiver or trustee or assignment for the benefit of creditors shall be instituted or other similar or analogous event in any jurisdiction occurs.

#### Effect of termination

- 17.5 The termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination. Each of the parties shall promptly return to the other party (or if the other requests by notice in writing, destroy) all of the other party's property in its possession at the date of expiry or earlier termination.

### **18 Data Protection**

- 18.1 These Terms need to be read alongside our privacy policies at:

18.1.1 Wonderful Organisation – <https://wonderful.org/privacy>

18.1.2 Wonderful Payments Ltd – <https://wonderful.co.uk/privacy>

which sets out how and for what purposes we process and personal data that is collected from you in connection with the Contract.

- 18.2 You and us shall comply with Data Protection Law in connection with processing of any personal data in connection with the Contract as controllers, and are each responsible for its own compliance with its data protection obligations under Data Protection Law.

### **19 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.

### **20 Transfer of contract**

- 20.1 We can transfer our contract with you so that a different organisation is responsible for supplying the Services. We will tell you in writing if this happens.
- 20.2 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.

### **21 Confidentiality**

- 21.1 Neither of you or us shall 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 the other party, except as permitted by clause 21.2.
- 21.2 Each party may disclose the other party's Confidential Information:

21.2.1 in the case of us, between our group companies being Wonderful Organisation and Wonderful Payments Ltd;

21.2.2 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 21.2; and

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

- 21.3 Neither party shall use any other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

### **22 Events Outside Reasonable Control**

- 22.1 You shall always be responsible for your payment obligations to us in respect of the Fees.
- 22.2 We shall not be liable to you or be in breach of the Contract by reason of any delay or failure to perform our obligations under the Contract 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).

### **23 Entire Agreement**

- 23.1 These Terms and the Order Form contain the entire agreement between the parties with respect to the subject matter in it and supersedes all prior oral and written agreements, arrangements, negotiations, and representations.

23.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or the Order Form. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or the Order Form.

### **24 Variation**

No variation of the Terms shall be effective unless it is in writing and signed by you and us (or the relevant authorised representatives).

### **25 Delay in Exercising Rights**

- 25.1 We will aim to enforce these Terms promptly. However, if we delay in enforcing these Terms, we can still enforce it later.
- 25.2 If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will

not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

## 26 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.

## 27 Notices

27.1 Notices or any communications to us should be sent to us via the contact details stated at clause 2 (“How to Contact Us”) above.

27.2 We will send notices or communications to you to the contact details specified in the Order Form.

## 28 Third Party Rights

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

## 29 Law and jurisdiction

These Terms and any disputes or claims arising out of it shall be governed by, and construed in accordance with, the laws of England. All disputes or claims arising out of these Terms shall be subject to the exclusive jurisdiction of the courts of England.

## 30 Definitions and interpretation

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

**Admin Area:** our online portal which you may be granted access in order to receive the Services, upload due diligence documents and obtain reports relating to the Order Form and the Services;

**API:** our application programme interface and any other relevant interface we specify which is used to facilitate the A2A Payment and integrate the Services with your Website, the Platform or the Apps;

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

**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 Services;

**App Store EULAs:** End User Licence Agreements of the Apple and Google App Stores;

**A2A Payment:** a secure way for (i) a Donor to make a Donation or (ii) a Consumer to make a Sales Transaction, to you directly from the Donor’s or Consumer’s bank account;

**Business:** a commercial organisation of any type (which is not a Charity) and operates in the United Kingdom;

**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, The Charity Commission for Northern Ireland or The Jersey Charity Commissioner;

**Charity Services:** our service provided via Website, the Platform and the Apps to enable you (as a Charity) to publish information about and promote fundraising events supported by you and to procure Donations from Donors in relation to such events;

**Commencement Date:** the date specified in the Order Form;

**Confidential Information:** all information of a confidential nature disclosed (whether verbally or in writing) by either party to the other whether before, during or after the Term, relating to that party’s business, customers, personnel, suppliers, operations, methodologies, processes, developments, know-how and/or business affairs;

**Consumer:** any consumer or end user of yours who completes a Sales Transaction;

**Contract:** these Terms and the Order Form;

**Contract Year:** a twelve month period commencing on the Commencement Date or any anniversary of it;

**Data Protection Law:** all data protection and privacy legislation in force from time to time applicable to the Contract or its subject matter including the UK General Data Protection Regulation, the Data Protection Act 2018, General Data Protection Regulation ((EU) 2016/679), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any successor or replacement legislation. **controller**, and **personal data** have the meanings as defined in Data Protection Law;

**Donate Button:** the button placed on your Website that allows a Donor to donate funds to you (as Charity) (other than in connection with a fundraising event on our Platform or the Apps) through the Transaction Services;

**Donation:** a charitable donation made by Donors to you (acting as a Charity through our Platform in connection with a fundraising event promoted on our Platform where such payments are made via the Transaction Services;

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

**Fees:** the Subscription Fees, Set-up Fees and Overage Charges (if any), to be paid by you to us in consideration for the provision of the Services, as set out in an Order Form;

**Fundraiser:** a person (other than the Charity) who solicits or procures Donations for you (when acting as a Charity) in connection with a fundraising event on our Platform;

**Fundraiser Terms:** the terms and conditions upon which a Fundraiser can use the Platform and/or the Apps as set out at <https://wonderful.org/privacy>

**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.

**Inappropriate Content:** information which is offensive, obscene, racist, defamatory, anything which may reasonably cause offence, inaccurate and/or misleading;

**Initial Term:** the term of the Contract as set out in the Order Form;

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, database rights, rights in computer software, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of (and rights to apply for, renew or extend), such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world, together in each case with the right to claim and retain damages for past, current and future infringements of such rights;

**Losses:** losses, damages, refunds, liabilities (including any liability to taxation), claims, costs and expenses, including fines, penalties, legal and other professional fees and expenses;

**Open Banking:** the provision of connecting banks, third-parties and technical providers which enables them to simply and securely exchange data and initiate payment;

**Order Form:** the order form between us and you for the provision of the Services governed by these Terms;

**Our IPR:** the Services (including the API), and any Intellectual Property Rights in the Services and API;

**Overage Charges:** the fees due for Services per month for any Usage in excess of the Usage specified in the Order Form;

**Platform:** our website which allows Donors to make Donations, as available at <https://wonderful.org/charities>;

**Products:** the goods and/or services offered by your to a Consumer in return for the Sales Transaction;

**Renewal Term:** has the meaning given to it at clause 4.4;

**Residuals:** any general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques retained in the unaided mental impressions of us or its Affiliates' personnel relating to its business, which WPL, individually or jointly, develops under the Contract;

**Sales Transaction:** a payment made by a Consumer to you in connection with a payment transfer where such payments are made via the Services;

**Set-up Fee:** the one-off lump sum payment payable before the Initial Term as set out in the Order Form;

**Services:** in relation to (i) a Charity, the Charity Services and the Transaction Services and (ii) a Business, the Transaction Services;

**Subscription Fees:** the subscription fees to be paid by you to us in consideration for the provision of the Services as described in the Order Form;

**Term:** in relation to (i) a Charity, the duration of the Contract from the Commencement Date and (ii) a Business, the Initial Term and any Renewal Term (if applicable);

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

**Third Party Bank:** a recognised third-party bank or financial institution which processes payment instructions received from (i) the Donor to effect a Donation to you as Charity or (ii) the Consumer to effect a Sales Transaction or facilitates receipt of the Sales Transaction to you as a Business;

**Transaction Services:** the provision of the A2A Payment provided by us to you using the API through your Website, the Platform or the Apps and such other Open Banking services as may be specified in an Order Form;

**Usage:** the measurement of Service usage permitted in consideration of the Subscription Fee as set out in the Order Form;

**Website:** any domain name(s) or other platform(s) (including but not limited to smartphone applications), that relate to that same domain names used by you and made available to a Donor or Consumer's for the purposes of facilitating a Donation or Sales Transaction (as applicable) as specified in the Order Form;

**you or your:** the person, entity or company whose name appears on the Order Form.

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