

WONDERFUL – CONSUMER TERMS (4.0)

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These terms and conditions apply when you use our services and products to make a payment to a charity or a merchant. You should read these Terms with reference to the definitions and rules of interpretation set out in clause 28.

1 Information About Us

1.1 We are Wonderful (“we”, “our” or “us” for the purposes of these Terms) and operate through the following organisations:

1.1.1 Wonderful Organisation – a limited company supporting charitable organisations and a registered fundraising organisation. Our entry is available at: <https://www.fundraisingregulator.org.uk/directory/wonderful-organisation>; and

1.1.2 Wonderful Payments Limited – a limited company operating as a regulated payment services organisation which is regulated by the Financial Conduct Authority as an Authorised Payment Institution (with Firm Reference Number 964289). Our FCA register entry is available at: <https://register.fca.org.uk/s/firm?id=0014G00002rjKwSQUAU>.

1.2 Our corporate registration details are as follows:

1.2.1 Wonderful Organisation a company registered in England and Wales with company number 9818383; and

1.2.2 Wonderful Payments Limited a company registered in England and Wales with company number 12601267.

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

2.2.2 telephone at 0333 443 3333; and

2.2.3 post at our registered office address above.

3 You

3.1 Our Services provide you with the ability to:

3.1.1 use our Platform, Apps and API;

3.1.2 make Donations in aid of a Charity via our Platform, Apps and/or API and a Charity Website; and

3.1.3 purchase Products from a Business via our Apps and a Business Website.

3.2 For simplicity, these Terms are labelled “Consumer Terms” to reflect that they cover any of the circumstances where you are benefiting from our Services listed at clause 3.1 – be this a Donation in aid of a Charity or undertaking a Purchase Transaction from a Business.

4 Our Terms

4.1 These Terms form our contract with you for the provision of the Services and apply to the exclusion of any other terms.

4.2 You should read these Terms in full but we bring your attention to clause 10 (*Use of Services*), clause 13 (*Disclaimers*) and clause 14 (*Our Liability*) which set out provisions regarding our liability.

5 Applicability of the Terms

5.1 These Terms will apply to each separate occasion you use our Services. We are not providing you with an ongoing continuous service. These Terms do not affect your legal rights as a consumer under relevant laws, such as the Consumer Rights Act 2015.

5.2 For example, the Terms will apply separately when you make a Donation in aid of a Charity via the Services and then separately at a later date when you subsequently undertake a Purchase Transaction with a Business via our Apps or a Business Website.

5.3 You should read our Terms on each occasion before you use our Services, as the Terms may have changed since your last use.

5.4 We will notify you of any changes in the Terms from time to time in accordance with clause 22 (Variation).

6 Registration

6.1 We may require you to complete a registration process before you can use the Services.

6.2 You will need to be at least 16 years of age to use the Services.

6.3 Where a registration process is required, you will:

6.3.1 provide the relevant information and documentation required; and

6.3.2 ensure the information and documentation provided is complete and accurate.

- 6.4 We reserve the right to refuse your registration to use the Services in our discretion if we are not satisfied that all of our requirements have been met. We may also suspend or terminate your access to the Services should information that raises concern be identified at any time.

7 Fees

- 7.1 We do not charge you any fees for the use of our Services.
- 7.2 Each Donation made by you via our Services will go to the nominated Charity without any deduction for fees.
- 7.3 We charge Businesses fees where you undertake a Purchase Transaction via the Services to purchase a Product from them. We do not charge you a fee.

8 Our responsibilities

- 8.1 We will provide the Services with reasonable care and skill and in accordance with all Applicable Laws.
- 8.2 We confirm that we have full capacity and all the necessary licences, permits and consents to perform the Services.
- 8.3 We shall comply with all Fundraising Laws in our provision of the Charity Services to facilitate you making a Donation.

9 Transaction Services

- 9.1 The Transaction Services involve the provision of A2A Payments but do not include the settlement or us holding Donations or other funds.

Donations

- 9.2 Where you are making a Donation in aid of a Charity, the provisions of clauses 9.3 to 9.6 shall apply.
- 9.3 Our Transaction Services facilitates Donations you wish to make through the Charity Website and/or our Platform, Apps and API and the Charity that the Donation is being made in aid of.
- 9.4 When making a Donation through our Platform or the Charity Website, the Donation process shall operate as follows:
- 9.4.1 you shall press the Donate Button on our Platform or the Charity Website;
 - 9.4.2 you will enter all the required information to make the Donation (such as customer name and email address);
 - 9.4.3 we will then establish a communication channel between you and your bank;
 - 9.4.4 your bank will then validate the credentials and authorise the payment;
 - 9.4.5 following your authentication, the Donation will transfer directly to the Charity's bank account.
- 9.5 When making a Donation through our Apps, the Donation process shall operate as follows:

- 9.5.1 optionally specify a fixed or suggested donation amount
- 9.5.2 generate a secure donation link and accompanying QR code
- 9.5.3 present the QR code to the Donor or share the payment link using the native device functionality.

- 9.6 You authorise us to facilitate Donations to be carried out through the Charity Website, the Platform or the Apps using our API.

Businesses

- 9.7 Where you are undertaking a Purchase Transaction the provisions of clauses 9.8 to 9.11 shall apply.
- 9.8 Our Transaction Services facilitates Purchase Transactions you may wish to make through the Business Website or the Apps and the Business wishing to receive payment for the Products being sold.
- 9.9 When transacting through a Business Website, the Purchase Transaction process shall operate as follows:
- 9.9.1 you will enter all the required information to carry out the Purchase Transaction (such as customer name and email address);
 - 9.9.2 a communication channel shall be established between you and your bank;
 - 9.9.3 your bank will then validate the credentials and authorise the payment;
 - 9.9.4 following your authentication, the Purchase Transaction will transfer directly to the Business' bank account.
- 9.10 When transacting through the Apps, the Purchase Transaction process shall operate as follows:
- 9.10.1 you will enter all the required information to carry out the Purchase Transaction (such as customer name and email address);
 - 9.10.2 a communication channel shall be established between you and your bank;
 - 9.10.3 your bank will then validate the credentials and authorise the payment;
 - 9.10.4 following your authentication, the Purchase Transaction will transfer directly to the Business' bank account.
- 9.11 You authorise us to facilitate Purchase Transactions to be carried out through the Business Website and our Apps using our API.

General

- 9.12 Transactions are authorised from within your online or mobile banking app, using your bank's own security to initiate the payment;
- 9.13 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, or if you are

using the Services in breach of Applicable Laws or in breach of these Terms.

10 Use of Services

Donations

- 10.1 Our role through providing the Services is to help facilitate you make Donations in aid of a Charity. The limitations on our role are set out in this clause 10.
- 10.2 We do not monitor or control or have any responsibility for how your Donations are used by the Charity. We recommend you liaise directly with the Charity if you wish the Donation to be used for a specific purpose.
- 10.3 You acknowledge that we are not in a position to, and have no obligations under these Terms to, provide any information to you or any other person on how your Donations are used.
- 10.4 We are not responsible to you or any other person for any misuse of funds by any Charity, or any use of Donations in ways you had not contemplated.
- 10.5 We are not liable for any refunds of a Donation to you (including without limitation if any fundraising event is not completed or does not go ahead) except where we are required to do so under applicable laws.
- 10.6 We do not recommend that Donations are made under any will or legacy via the Services. Professional advice should be sought. If you or a third party 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.
- 10.7 We do not provide accounting, tax or other financial advice on Donations. Again, please seek advice from an appropriate professional.
- 10.8 You may want your chosen Charity to be able to claim Gift Aid on your Donation. If so, you must complete a Gift Aid declaration on the Platform, the Apps, our API or the Charity Website confirming that you pay sufficient tax. You will be required to provide your details to support this declaration.
- 10.9 Where you want your chosen Charity to be able to claim Gift Aid on your Donation through HMRC, you agree to us collecting your name, address and email address. We will process the data you share with us strictly in accordance with our Privacy Policy.

Businesses

- 10.10 We are not responsible or liable to you in relation to your purchase of Products from a Business in relation to a Purchase Transaction, including the provision of poor quality products or any fraud undertaken by the Business.
- 10.11 The contract for sale of the Products by the Business to you to which the Purchase Transaction relates is between you and the Business. We do not take any responsibility or liability for the Businesses failure to perform its responsibilities. You shall liaise directly with the

Business in the event of any failure by the Business to provide you with the Products or meets its obligations to you.

11 Your Obligations

- 11.1 You are responsible for ensuring that you have sufficient funds in your bank account to make the Donation or the Purchase Transaction.
- 11.2 You shall co-operate with us in all matters relating to the Services, including:
 - 11.2.1 providing us with such information and materials as we may reasonably require in order to supply the Services; and
 - 11.2.2 ensuring that such information is complete and accurate.
- 11.3 If you become aware of or are suspicious that any Donations or Purchase Transactions made through the Services are fraudulent or unauthorised you must contact your bank immediately.
- 11.4 You shall ensure when using the Services that the Websites, our Platform, the Apps and API are only accessed by you.
- 11.5 You must keep login details, passwords, and any other security measures associated with your access to the Websites, our Platform, the Apps and API stored securely.
- 11.6 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.
- 11.7 You agree not to do anything in your use of the Services that would damage our name or reputation.
- 11.8 You shall not when using the Services:
 - 11.8.1 upload offensive, obscene, racist or defamatory comments, or anything which may reasonably cause offence, or anything which is a misrepresentation of fact;
 - 11.8.2 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;
 - 11.8.3 harass, abuse, bully or otherwise cause alarm to other users;
 - 11.8.4 send unsolicited communications, including emails to other users;
 - 11.8.5 disclose the personal information of any user or other person without their express consent;
 - 11.8.6 try to interrupt, overload, disrupt or corrupt the Websites, our Platform, the Apps or API;
 - 11.8.7 introduce any content which contains viruses, malware, Trojan horses or other malicious programmes or code;

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

11.9 If you breach any of your obligations under these Terms, we shall not be liable to you for any losses or liabilities which relate to our failure or delay to perform any of our obligations relating to your breach.

12 Our Intellectual Property

12.1 We and our licensors own all intellectual property rights in the provision of the Services via the Websites, our Platform, the Apps and API.

12.2 You are only permitted to use our intellectual property rights as part of our provision of the Services and for no other reason. You are granted no other rights over our intellectual property, including that you are not permitted to use any content on our Platform, Apps or API without our prior written consent.

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

12.4 We own all our trademarks. You shall not use any of our trademarks without our prior written consent.

13 Disclaimers

13.1 We shall use our reasonable efforts to make sure the Services are continuously available. We, however, do not guarantee continuous, uninterrupted, error or virus free or secure access to the Services. Operation of the Services may be interfered with by numerous factors outside of our control.

13.2 We may suspend or interrupt the Services for maintenance, whether planned or otherwise at any time. 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.

14 Our Liability

14.1 We are not responsible to you for the provision of our Services where the following circumstances apply:

14.1.1 **Unexpected** - it was not obvious that it would happen and nothing you said to us before using the Services meant we should have expected it (so, in the law, the loss was unforeseeable) being labelled as indirect or consequential loss;

14.1.2 **Third Party Bank** - losses caused by the failure of a Third-Party Bank to effect payment in respect of a Donation or a Purchase Transaction;

14.1.3 **Your Error** – where you input the incorrect details in relation to a Donation or Purchase Transaction;

14.1.4 **Fundraisers**: - we are not responsible or liable for the actions of Fundraisers;

14.1.5 **Donations or Gift Aid** - loss of donations by a Charity or failure to obtain gift aid;

14.1.6 **Suspension or Termination** – where we suspend or terminate the Service in accordance with these Terms;

14.1.7 **Events Outside Reasonable Control** – for events outside of our reasonable control in clause 21 (*Events Outside Reasonable Control*);

14.1.8 **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.

14.2 Our total aggregate liability to you in respect of provision of the Services shall be limited to one thousand pounds (£1,000).

14.3 Nothing in these Terms 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.

15 Withdrawal of Services

We can stop providing the Services, or any part of them, at any time. We let you know at least 90 days' in advance.

16 Termination or Suspension by us

16.1 We may terminate or suspend the provision of the Services (or any part of the Services) on immediate notice to you in the event that:

16.1.1 you breach these Terms;

16.1.2 there has been any unusual or suspicious activity in relation to your use of the Services that we reasonably believe is unlawful or in breach of these Terms or is likely to cause harm or damage to any person; or

16.1.3 we are required to cease or limit the provision of the Services by a regulatory or governmental body.

17 Data Protection

17.1 We will process your personal data in accordance with our privacy policies, which are available at:

17.1.1 Wonderful Organisation – <https://wonderful.co.uk/legal>; and

17.1.2 Wonderful Payments Ltd - <https://wonderful.co.uk/legal>.

18 Complaints

18.1 Where you are unhappy with the Services, you have the right to raise a complaint with us. We are easily contactable using the contact details in clause 2. We will address your complaint and aim to resolve the issue.

18.2 We will endeavour to handle your complaint fairly and quickly. If you are not satisfied with the outcome, you have the right to contact the

Financial Ombudsman Service. They can be contacted via the details on their website - <https://www.financial-ombudsman.org.uk/>

19 Subcontracting

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

20 Transfer of contract

- 20.1 Your use of the Services is personal to you and cannot be transferred to anyone else without our consent.
- 20.2 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 and we will ensure that the transfer will not impact your rights under these Terms.

21 Events Outside Reasonable Control

We will let you know if the provision of the Services are impacted by a reason outside of our control (e.g. internet outages). As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial, you can contact us at the details set out at clause 2 (How to contact us). We will then aim to help you make a Donation or Purchase Transaction.

22 Variation

- 22.1 The Terms apply to each separate occasion you use our Services. We are not providing you with an ongoing continuous service.
- 22.2 We may change these Terms from time to time to reflect a variety of matters, including without limit (i) our operational requirements or business strategies, (ii) technical adjustments or improvements or (iii) changes in law and regulation.
- 22.3 We shall notify you of any changes in our Terms that take effect from time to time. We may do this by way of email to our users or through publication of revised terms via the Websites or our Platforms, Apps and API.

23 Delay in Exercising Rights

- 23.1 We will aim to enforce these Terms promptly. However, if we delay in enforcing these Terms, we can still enforce it later.
- 23.2 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.

24 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.

25 Notices

- 25.1 Notices or any communications to us should be sent to us via the contact details stated at clause 2 ("*How to Contact Us*") above.
- 25.2 We will send notices or communications to you to the contact details notified to us via the Websites or our Platforms, Apps and API from time to time.

26 Third Party Rights

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

27 Law and jurisdiction

These Terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

28 Definitions and interpretation

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

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 the Websites, 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;

A2A Payment: a secure way for you to make (i) a Donation or (ii) a Purchase Transaction directly from your bank account to the relevant Charity or Business;

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

Business 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 a Business and made available to your for the purposes of facilitating a Purchase Transaction;

Charity: any charity (which is regulated by a Charity Regulator) that you elect to make a Donation to via the Charity Website or our Platform, Apps and API;

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 Charity Websites, our Platform, the Apps and API

to enable you to make a Donation up to the point of the Transaction Services being provided;

Charity 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 a Charity and made available to you for the purposes of facilitating a Donation;

Donate Button: the button placed on a Charity Website that allows you to make a Donation in aid of a Charity (other than in connection with a fundraising event on our Platform, the Apps and API) through the Transaction Services;

Donation: a charitable donation made by you in aid of a Charity via the Transaction Services;

Fundraiser: a person (other than a Charity) who solicits or procures Donations from you in aid of a Charity in connection with a fundraising event on the Charity Website or our Platform, Apps and API;

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;

Gift Aid: the UK government's scheme which allows a Charity to reclaim basic rate tax paid by a UK tax payer on funds used to make a Donation;

Open Banking: a secure and simple way for you to make Donations and Purchase Transactions via technical providers which allows connecting banks and third-parties to simply and securely exchange data and initiate payment;

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

Products: the goods and/or services purchased by you from a Business in relation to a Purchase Transaction;

Purchase Transaction: a payment transfer made by you in relation to a purchase of goods or services by you from a Business via the Services;

Services: the Charity Services and the Transaction Services;

Terms: these terms and conditions that govern the provision of the Services;

Third Party Bank: a recognised third party bank, building society, electronic money institution or other financial institution which processes payment instructions received from you to effect either (i) a Donation in aid of a Charity or (ii) a Purchase Transaction with a Business;

Transaction Services: the provision of the A2A Payment by us to you in relation to (i) a Donation, through the Charity Website, our Platform, the Apps or API or (ii) a Purchase Transaction, through a Business Website or our Apps, but excluding any services involving the settlement or holding of monies;

Websites: a Charity Website or a Business Website

you or your: the individual who is using our Services.

- 28.2 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.